

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE ADDRESSEES OUTSIDE OF 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 AND THE GUARANTEE THEREOF HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. 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, IN CERTAIN CIRCUMSTANCES, TO U.S. PERSONS (AS DEFINED IN THE SECURITIES ACT)) EXCEPT TO PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT.

THE FOLLOWING 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. 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. 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 ATTACHED DOCUMENT.

Confirmation of your Representation: In order to be eligible to view this Offering Circular or make an investment decision with respect to the securities, investors must be purchasing the securities outside the United States in an offshore transaction in reliance on 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 that (1) the electronic mail address that you gave us and to which this e-mail has been delivered or being accessed is not located in the United States and (2) you consent to delivery of the Offering Circular and any amendments and supplements thereto by electronic transmission, and to the extent that you purchase the securities described in the attached Offering Circular, you will be doing so pursuant to Regulation S under the Securities Act.

By accepting this document, if you are an investor in Singapore, you: (A) represent and warrant that you are either (i) an institutional investor (as defined under Section 4A of the Securities and Futures Act 2001 of Singapore (the “**SFA**”)) or (ii) an accredited investor (as defined under Section 4A of the SFA); and (B) to the extent that you purchase the securities described in the Offering Circular, you will be doing so pursuant to Section 274 or 275 of the SFA and agree to be bound by the limitations and restrictions described herein. Any 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.

You are reminded that this Offering Circular has been delivered to you on the basis that you are a person into whose possession this 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 this Offering Circular, electronically or otherwise, to any other person.

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

This Offering Circular has been sent to you in an electronic format. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of OUE REIT Treasury Pte. Ltd., DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust), OUE REIT Management. Pte. Ltd. (in its capacity as manager of OUE Real Estate Investment Trust), DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited (as “**Arrangers**”), the Dealers (as defined in the Offering Circular) or any person who controls any of them or any director, officer, employee 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 or 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 e-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.



DBS TRUSTEE LIMITED

(in its capacity as trustee of OUE Real Estate Investment Trust)
(UEN/Company Registration No. 197502043G)

and

OUE REIT TREASURY PTE. LTD.

(UEN/Company Registration No. 201532087G)

S\$2,000,000,000

Euro Medium Term Note Programme

Under this S\$2,000,000,000 Euro Medium Term Note Programme (the “**Programme**”), each of DBS Trustee Limited, in its capacity as trustee of OUE Real Estate Investment Trust (the “**OUE REIT Trustee**”) or OUE REIT Treasury Pte. Ltd. (“**ORTPL**”) (any of the OUE REIT Trustee or ORTPL, an “**Issuer**” and together, the “**Issuers**”) subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the “**Notes**”) or perpetual securities (the “**Securities**”) and together with the Notes, the “**Instruments**” and each an “**Instrument**”) denominated in any currency as agreed between the relevant Issuer and the relevant Dealer (as defined below). Instruments issued by ORTPL (the “**Guaranteed Instruments**”) shall be unconditionally and irrevocably guaranteed by OUE REIT Trustee (in its capacity as guarantor, the “**Guarantor**”).

The Instruments may be issued in bearer or registered form (respectively “**Bearer Notes**”, “**Registered Notes**”, “**Bearer Securities**” and “**Registered Securities**”). The maximum aggregate principal amount of all Instruments from time to time outstanding under the Programme will not exceed S\$2,000,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement described herein), subject to increase as described herein.

The Instruments may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the relevant Issuer and the Guarantor (each a “**Dealer**” and together the “**Dealers**”), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the “**relevant Dealer**” shall, in the case of an issue of Instruments being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Instruments.

An investment in Instruments issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*” in this Offering Circular.

Application has been made to the Singapore Exchange Instruments Trading Limited (the “**SGX-ST**”) for permission to deal in, and quotation of, any Instruments that may be issued pursuant to the Programme and that are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Instruments have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. The approval in-principle from, and the admission of any Instruments to the Official List of, the SGX-ST are not to be taken as an indication of the merits of the Issuers, the Guarantor, OUE Real Estate Investment Trust (“**OUE REIT**”), the Manager (as defined herein), their respective subsidiaries (if any), their respective associated companies (if any), the Programme or the Instruments.

Notice of the aggregate principal amount of Instruments, interest (if any) or distribution (if any) as the case may be, payable in respect of Instruments, the issue price of Instruments and any other terms and conditions not contained herein which are applicable to each Tranche of Instruments (as defined under “*Terms and Conditions of the Notes*” or “*Terms and Conditions of the Securities*”, respectively), will be set out in a pricing supplement (the “**Pricing Supplement**”) which, with respect to Instruments to be listed on the SGX-ST, will be delivered to the SGX-ST on or before the date of listing of the Instruments of such Tranche.

The Programme provides that Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The relevant Issuer may also issue Instruments which are unlisted and/or not admitted to trading on any market.

Each Tranche of Instruments of each Series (as defined in “*Form of the Notes*” and “*Form of the Securities*”, respectively) in bearer form will be represented on issue by (i) in the case of Notes, 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 (ii) in the case of Securities, a temporary global perpetual security in bearer form (each a “**Temporary Global Security**”) or a permanent global perpetual security in bearer form (each a “**Permanent Global Security**”). Instruments in registered form will initially be represented by (i) in the case of Notes, a global note in registered form (each a “**Registered Global Note**”) and together with any Temporary Global Notes and Permanent Global Notes, the “**Global Notes**” and each a “**Global Note**”) and (ii) in the case of Securities, a global perpetual security in registered form (each a “**Registered Global Security**”), and together with any Temporary Global Securities and Permanent Global Securities, the “**Global Securities**” and each a “**Global Security**”). Global Notes and Global Securities may be deposited on the issue date with a common depository (the “**Common Depository**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). Global Notes and Global Securities may also be deposited with The Central Depository (Pte) Limited (“**CDP**”).

The Instruments and the Guarantee thereof have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or any U.S. state securities laws and may not be offered or sold in the United States (or, in certain circumstances, to, or for the account or benefit of, U.S. persons) unless an exemption from the registration requirements 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. See “*Form of the Notes*” and “*Form of the Securities*” for descriptions of the manner in which the Instruments will be issued. The Instruments will be offered and sold only outside the United States in reliance on Regulation S under the Securities Act. The Instruments are subject to certain restrictions on transfer, see “*Subscription and Sale*”.

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore (“**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 the Instruments may not be circulated or distributed, nor may the Instruments be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the “**SFA**”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to Section 275 of the SFA. Any reference to the SFA is a reference to the Securities and Futures Act 2001 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 as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The relevant Issuer or (in the case of Guaranteed Instruments) the Guarantor may agree with any Dealer and the Trustee (as defined herein) that Instruments may be issued in a form not contemplated by, as the case may be, the Terms and Conditions of the Notes or the Terms and Conditions of the Securities, in which event a supplemental Offering Circular (including by way of a Pricing Supplement), if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Instruments.

Instruments issued under the Programme may be rated or unrated. Where an issue of a certain series of Instruments is rated, its rating will not necessarily be the same as the rating (if any) applicable to the Programme and (where applicable) such rating will be specified in the applicable Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Arrangers and Dealers

DBS Bank Ltd.

OCBC

The date of this Offering Circular is 18 October 2024

Each of the Issuers and the Guarantor (based on instructions from OUE REIT Management Pte. Ltd. (the “**Manager**”), except for information relating to DBS Trustee Limited (“**DBS Trustee**”) in its personal capacity which remain the sole responsibility of DBS Trustee), accepts responsibility for information contained in this Offering Circular. Each of the Issuers and the Guarantor (based on instructions from OUE REIT Management Pte. Ltd. (the “**Manager**”), except for information relating to DBS Trustee Limited (“**DBS Trustee**”) in its personal capacity which remain the sole responsibility of DBS Trustee), confirms that to the best of its knowledge (each having taken care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Tranche of Notes or Securities will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” and “*Terms and Conditions of the Securities*” respectively, as amended and/or supplemented by the Pricing Supplement specific to such Tranche. This Offering Circular must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Instruments, must be read and construed together with the applicable Pricing Supplement.

References in this Offering Circular to “**Conditions**” shall, when made in respect of Notes, mean the Conditions set out in the “*Terms and Conditions of the Notes*” and, when made in respect of Securities, mean the Conditions set out in the “*Terms and Conditions of the Securities*”.

No person is or has been authorised by the Issuers, the Guarantor, the Manager, the Trustee, the Arrangers or the Dealers to give any information or to make any representations other than those contained in this Offering Circular in connection with the Programme or the Instruments and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, the Guarantor, the Manager, the Trustee, the Arrangers or the Dealers. Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Instruments are the persons named in the applicable Pricing Supplement as the relevant Dealer or the Managers, as the case may be.

Copies of Pricing Supplements will be available from the specified office set out below of the Principal Paying Agent (as defined below) (save that a Pricing Supplement relating to an unlisted Instrument will only be available for inspection by a holder of such Instrument and such holder must produce evidence satisfactory to the relevant Issuer or the Principal Paying Agent, as applicable, as to its holding of Instruments, as the case may be, and its identity), unless such documents are published on the website of SGX-ST.

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

The Arrangers, the Dealers and the Trustee have not separately verified the information contained in this Offering Circular. To the fullest extent permitted by law none of the Arrangers, the Dealers or the Trustee makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Circular. None of the Arrangers, the Dealers or the Trustee accepts any responsibility for the contents of this Offering Circular. Each of the Arrangers, the Dealers and the Trustee 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.

Neither this Offering Circular nor any financial statements included or incorporated herein are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuers, the Guarantor, the Manager, the Group (as defined herein), the Arrangers, the Dealers or the Trustee that any recipient of this Offering Circular or any such financial statements should purchase the Instruments. Each potential investor should determine for itself the relevance of the information contained in this Offering Circular and make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers, the Guarantor, OUE REIT and the Group and the risks involved. The purchase of Instruments by investors should be based upon their

investigation as they deem necessary. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Instruments constitutes an offer or invitation by or on behalf of the Issuers, the Guarantor, the Manager, the Group, the Trustee, the Arrangers or the Dealers to any person to subscribe for or to purchase any Instruments.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Instruments shall in any circumstances imply or constitute a representation that the information contained herein concerning the Issuers, the Guarantor, or the Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arrangers, the Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuers, the Guarantor, or the Group during the life of the Programme or to advise any investor or potential investor in the Instruments of any information coming to their attention.

Neither this Offering Circular nor any applicable Pricing Supplement constitutes an offer to sell or the solicitation of an offer to buy any Instruments in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Instruments may be restricted by law in certain jurisdictions. None of the Issuers, the Guarantor, the Manager, the Group, the Arrangers, the Dealers and the Trustee or any of their respective directors, officers, employees, representatives, advisers or agents, or any affiliate of any such person represents that this Offering Circular or any Pricing Supplement may be lawfully distributed, or that any Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Manager, the Group, the Arrangers, the Dealers or the Trustee which would permit a public offering of any Instruments or distribution of this Offering Circular or any Pricing Supplement in any jurisdiction where action for that purpose is required. Accordingly, no Instruments may be offered or sold, directly or indirectly, and neither this Offering Circular nor any applicable Pricing Supplement or any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular, any Pricing Supplement or any Instruments may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular, any Pricing Supplement and the offering and sale of Instruments. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of the Instruments in the United States, the European Economic Area (including the United Kingdom), Japan, Hong Kong, Singapore, Switzerland and the People's Republic of China. See "*Subscription and Sale*".

The Instruments and the Guarantee thereof 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 Bearer Securities are subject to U.S. tax law requirements. The Instruments may not be offered or sold in the United States (or, in certain circumstances, to, or for the account or benefit of, U.S. persons) unless an exemption from the registration requirements 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. Accordingly, the Instruments are being offered and sold only outside the United States in reliance on Regulation S of the Securities Act (see "*Subscription and Sale*").

This Offering Circular has been prepared for use in connection with the offer and sale of the Instruments outside the United States. The Issuers, the Guarantor and the Dealers reserve the right to reject any offer to purchase the Instruments, in whole or in part, for any reason. This Offering Circular does not constitute an offer to any person in the United States. Distribution of this Offering Circular by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any person within the United States, is prohibited.

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 Issuers, the Guarantor, the Manager, the Group, the Arrangers, the Dealers, the Trustee or the Agents or any of their respective directors, officers, employees, representatives, advisers or agents, or any affiliate of any such person makes any representation as to the accuracy of that information.

IMPORTANT – EEA RETAIL INVESTORS

If the Pricing Supplement in respect of any Instruments includes a legend entitled “*Prohibition of Sales to EEA Retail Investors*”, the Instruments 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 Directive 2014/65/EU (as amended, “**EU MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (“**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

If the Pricing Supplement in respect of any Instruments includes a legend entitled “*Prohibition of Sales to UK Retail Investors*”, the Instruments 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 (“**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; 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 European Union (Withdrawal) Act 2018. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (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.

PRODUCT GOVERNANCE UNDER DIRECTIVE 2014/65/EU (AS AMENDED)

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 “**EU MiFID Product Governance Rules**”), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, 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.

The Pricing Supplement in respect of any Instruments may include a legend entitled “EU MiFID II Product Governance” which will outline the target market assessment in respect of the Instruments 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 EU 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.

PRODUCT GOVERNANCE UNDER UK MIFIR

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, 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.

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

NOTIFICATION UNDER SECTION 309B OF THE SFA

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise stated in the Pricing Supplement in respect of any Instruments, the relevant Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that all Instruments issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the CMP 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).

IMPORTANT NOTICE TO PROSPECTIVE INVESTORS

Prospective investors should be aware that certain intermediaries in the context of certain offerings of Instruments pursuant to this Programme (each such offering, a “**CMI Offering**”), including certain Dealers, may be “capital market intermediaries” (“**CMIs**”) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**SFC Code**”). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as “overall coordinators” (“**OCs**”) for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the relevant Issuer, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an association (“**Association**”) with the relevant Issuer, the Guarantor, the CMI or the relevant group company. Prospective investors associated with the relevant Issuer, the Guarantor or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Instruments and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the relevant Issuer to all private banks for orders they place (other than in relation to Instruments subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Instruments distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be

entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50% interest, in which case it will be classified as a “proprietary order” and subject to appropriate handling by CMI in accordance with the SFC Code and should disclose, at the same time, if such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a “proprietary order” (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. Where prospective investors disclose such information but do not disclose that such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering, such “proprietary order” is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealers and/or any other third parties as may be required by the SFC Code, including to the relevant Issuer, the Guarantor, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Unless otherwise indicated, the financial information in this Offering Circular relating to the Group has been derived from the audited consolidated financial statements of the Group as of and for the financial years ended 31 December 2022 and 31 December 2023 and the unaudited consolidated financial statements of the Group for the six-month period ended 30 June 2024 (the “**Financial Statements**”).

The Financial Statements have been prepared in accordance with the Statement of Recommended Accounting Practice (“**RAP**”) 7 Reporting Framework for Unit Trusts issued by the Institute of Singapore Chartered Accountants, the applicable requirements of the CIS Code issued by the MAS and the provisions of the REIT Trust Deed.

The financial information of the Group as at and for the six months ended 30 June 2023 and 30 June 2024 have not been audited by the auditors of the Group. There can be no assurance that if such financial information had been audited that there would be no change in the financial information and that such changes would not be material or that such financial information has been prepared and presented on a basis consistent with the accounting policies normally adopted by the Group and applied in preparing the consolidated financial information as at and for the year ended 31 December 2023. Consequently, such financial information may not provide the same quality of information associated with financial information that has been subject to an audit. Potential investors must therefore exercise caution when using such data to evaluate the Group’s financial condition, results of operations and results.

As of the date of this Offering Circular, the consolidated financial statements for the financial year ended 31 December 2023 are the latest available audited financial statements of the Group.

Rounding adjustments have been made in calculating some of the financial and other numerical information included in this Offering Circular. As a result, numerical figures shown as totals in some tables may not be exact arithmetic aggregations of the figures that precede them.

SUITABILITY OF INVESTMENT

The Instruments may not be a suitable investment for all investors. Each potential investor in the Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

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

Some Instruments 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 purchaser's overall portfolios. A potential investor should not invest in Instruments which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of such Securities and the impact this investment will have on the potential investor's overall investment portfolio.

Legal investment considerations may restrict certain investments. 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 (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing, and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Offering Circular may be deemed to be forward-looking statements. Forward-looking statements include statements other than statements of historical facts concerning the Group's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward-looking statements. When used in this Offering Circular, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should", "future", "can" and any similar expressions generally identify forward-looking statements. These words are not the exclusive means of identifying forward-looking statements. All statements regarding expected financial condition, result of operations, business plans and prospects are forward-looking statements. These forward-looking statements include, but are not limited to, statements as to the business strategy, revenue, profitability, planned projects and other matters as they relate to OUE REIT discussed in the Offering Circular regarding matters that are not historical fact. Although the Issuers, the Guarantor and the Manager believe that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Offering Circular, if one or more of the risks or uncertainties materialise, including those which the Issuers, the Guarantor and the Manager have identified in this Offering Circular under the section "*Risk Factors*", or if any of the Issuers', the Guarantor's or the Manager's underlying assumptions prove to be incomplete or inaccurate, OUE REIT and the Group's actual results of operation may vary from those expected, estimated or predicted.

Given the risks and uncertainties that may cause the actual future results, performance or achievements of OUE REIT to be materially different from the future results, performance or achievements expected, expressed or implied by the financial forecasts, profit projections and forward-looking statements in this Offering Circular, undue reliance must not be placed on those forecasts, projections and statements. The Issuers, the Guarantor, the Manager, the Group, the Arrangers and the Dealers do not represent, warrant or guarantee that the actual future results, performance or achievements of OUE REIT will be as discussed in those statements.

In addition, even if OUE REIT's results, performance or achievements are consistent with the forward-looking statements contained in this Offering Circular, those result or developments may not be indicative of results or developments in subsequent periods. Any forward-looking statements contained in this Offering Circular speak only as at the date of this Offering Circular. Comparisons of result for current and any prior periods are not intended to express any future trends or indications of future performance, should only be viewed as historical data. The cautionary statements set forth above should be considered in connection with any subsequent writer or oral forward-looking statements that the Issuer or persons acting on their behalf may issue. Without prejudice to any requirements under applicable laws and regulations, each of the Issuers, the Guarantor, the Manager, the Group, the Arrangers and the Dealers expressly disclaims any obligation or undertaking to disseminate after the date of this Offering Circular any updates or revisions to any forward looking statements contained in it to reflect any change in expectations or any change in events, conditions or circumstances on which any such forward looking statement is based.

STABILISATION

In connection with the issue of any Tranche of Instruments, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement may over-allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments 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 Instruments and 60 days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws, rules and regulations.

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents (including those published or issued from time to time after the date hereof) shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) each Pricing Supplement;
- (b) the most recently published audited annual consolidated financial statements of the Group (including the auditors' report thereon and notes thereto) and the most recently published consolidated financial statements of the Group (whether audited or unaudited), in each case published subsequently to the date of this Offering Circular from time to time; and
- (c) all supplements or amendments to this Offering Circular circulated by the Issuers and the Guarantor from time to time,

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular. Copies of the documents listed in (b) above which are deemed to be incorporated by reference in this Offering Circular may be obtained at the SGX-ST's website at www.sgx.com.

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

The above website and any other websites referenced in this Offering Circular are intended as guides as to where other public information relating to the Issuers, the Guarantor and the Group may be obtained free of charge. Information appearing in such websites does not form part of this Offering Circular or any applicable Pricing Supplement and none of the Issuers, the Guarantor, the Manager, the Group, the Trustee, the Arrangers and the Dealers or any of their respective directors, officers, employees, representatives, advisers or agents, or any affiliate of any such person accepts any responsibility whatsoever that any information, if available, is accurate and/or up-to-date. Such information, if available, should not form the basis of any investment decision by an investor to purchase or deal in the Instruments.

DEFINITIONS

Capitalised terms which are used but not defined in any particular section of this Offering Circular will have the meaning attributed to them in “*Terms and Conditions of the Notes*”, “*Terms and Conditions of the Securities*” or any other section of this Offering Circular. In addition, the following terms as used in this Offering Circular have the meanings defined below:

“Agent”	Each of the Principal Paying Agent, the Registrar, the Transfer Agents, the CDP Issuing and Paying Agent, the CDP Registrar, CDP Transfer Agent, the Calculation Agent, the CDP Calculation Agent, the other Paying Agents, or any of them and shall include such other Agent or Agents as may be appointed from time to time under the Agency Agreement.
“Arrangers”	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited.
“CDP” or the “Depository”	The Central Depository (Pte) Limited.
“China” or “PRC”	The People’s Republic of China and for the purposes of this Offering Circular only, except where the context requires otherwise, excludes Hong Kong, Macau and Taiwan.
“CIS Code”	The Code on Collective Investment Schemes issued by the MAS, as amended or modified from time to time.
“Companies Act”	The Companies Act 1967 of Singapore, as amended or modified from time to time.
“Dealers”	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and any additional Dealer appointed under the Programme from time to time by the relevant Issuer.
“Dealer Agreement”	The Dealer Agreement dated 18 October 2024 made between (1) ORTPL as an issuer, (2) the OUE REIT Trustee as an issuer and guarantor, (3) the REIT Manager, as manager, (4) the Arrangers, as arrangers, and (5) DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited, as dealers, as amended, varied or supplemented from time to time.
“Euro” or “€”	The currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.
“FSMA”	Financial Services and Markets Act 2000.
“Group”	OUE REIT and its subsidiaries.
“Guarantee”	Means the guarantee of the Instruments given by the Guarantor pursuant to the Trust Deed.
“IRAS”	Inland Revenue Authority of Singapore.

“REIT Trust Deed”	The deed of trust dated 10 October 2013 made between (1) the REIT Manager, as manager and (2) the OUE REIT Trustee, as trustee, constituting OUE Commercial Real Estate Investment Trust, as amended and supplemented by the First Amending and Restating Deed dated 9 January 2014, a first supplemental deed dated 26 January 2015, a second supplemental deed dated 2 September 2015, a third supplemental deed dated 29 March 2018, a fourth supplemental deed dated 28 May 2018, a fifth supplemental deed dated 7 April 2020 and a sixth supplemental deed dated 24 January 2024 and as may be amended, varied or supplemented from time to time.
“Noteholders”	The holders of the Notes.
“Securityholders”	The holders of the Securities.
“Regulation S”	Regulation S under the Securities Act.
“REIT”	Real estate investment trust.
“Singapore dollars”, “SGD” or “S\$” and “cents”	The lawful currency of Singapore.
“Sterling” or “£”	The lawful currency of the United Kingdom.
“UK”	The United Kingdom.
“Unit”	One undivided unit in OUE REIT.
“United States” or “U.S.” or “USA”	The United States of America.
“Unitholders”	The holders of the Units.
“U.S. dollars” or “US\$”	The lawful currency of the United States of America.

Words importing the singular shall, where applicable, include the plural and *VICE VERSA*, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations. Any reference to a time of day in this Offering Circular shall be a reference to Singapore time unless otherwise stated. Any reference in this Offering Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or the SFA or any statutory modification thereof and used in this Offering Circular shall, where applicable, have the meaning ascribed to it under the Companies Act or, as the case may be, the SFA.

OVERVIEW OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Instruments, the applicable Pricing Supplement. Some of the terms described below are subject to important limitations and exceptions. The Issuers and the Guarantor and any relevant Dealer may agree that Instruments shall be issued in a form other than that contemplated in the Conditions, in which event, in the case of listed Instruments only and if appropriate, a supplemental Offering Circular will be published. Words and expressions defined in “Form of the Notes”, “Form of the Securities”, “Terms and Conditions of the Notes” and “Terms and Conditions of the Securities” shall have the same meanings in this summary.

Issuers:	DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust) (“ OUE REIT Trustee ”) and OUE REIT Treasury Pte. Ltd. (“ ORTPL ”)
Legal Entity Identifier (LEI) of OUE REIT:	549300ZH7I6OTTYIPE70
Legal Entity Identifier (LEI) of ORTPL:	254900CZLKC1CXRC6Y10
Guarantor (in respect of Guaranteed Instruments):	DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)
Description:	Euro Medium Term Note Programme
Arrangers:	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited
Dealers:	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and any other Dealers appointed in accordance with the Dealer Agreement.
Certain Restrictions:	Each issue of Instruments denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”) including the following restrictions applicable at the date of this Offering Circular.

Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “*Subscription and Sale*”.

Trustee:	The Bank of New York Mellon, London Branch.
Principal Paying Agent, CDP Issuing and Paying Agent, CDP Calculation Agent, CDP Registrar and CDP Transfer Agent:	The Bank of New York Mellon, Singapore Branch.

Non-CDP Issuing and Paying Agent, Non-CDP Calculation Agent:

The Bank of New York Mellon, London Branch.

Non-CDP Registrar and Non-CDP Transfer Agent (in respect of Instruments to be cleared through Euroclear and Clearstream, Luxembourg):

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

Programme Size:

Up to S\$2,000,000,000 (or its equivalent in other currencies) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.

Distribution:

Instruments may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Instruments 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 or distribution, if any), the Instruments of each Series being intended to be interchangeable with all other Instruments of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific dates of each Tranche of the Instruments (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest or distribution and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Pricing Supplement.

Currencies:

Subject to any applicable legal or regulatory restrictions, Instruments may be denominated in euro, Sterling, U.S. dollars, Singapore dollars, Renminbi and any other currency agreed between the relevant Issuer and the relevant Dealer.

Maturities:

Notes will have such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.

Securities are perpetual securities in respect of which there is no fixed redemption date and the relevant Issuer shall only have the right to redeem or purchase them in accordance with the Conditions of the Securities or as otherwise specified in the applicable Pricing Supplement.

Issue Price:

Instruments may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

Form of Instruments:

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

The Securities will be issued in bearer form ("**Bearer Securities**") or in registered form ("**Registered Securities**") as described in "*Form of the Securities*". Bearer Securities will not be exchangeable for Registered Securities and *vice versa*.

Denomination of Instruments:

Instruments will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Instrument will be such as may be allowed or required from time to time by the central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions - Notes having a maturity of less than one year*" above.

Listing:

Application has been made to the SGX-ST for permission to deal in, and quotation of, any Instruments that may be issued pursuant to the Programme and that are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. There is no assurance that the application to the Official List of the SGX-ST for the listing of the Instruments of any Series will be approved. Such permission will be granted when such Instruments have been admitted to the Official List of the SGX-ST.

For so long as any Instruments are listed on the SGX-ST and the rules of the SGX-ST so require, the Instruments will be traded on the SGX-ST in a minimum board lot size of S\$200,000 or its equivalent in other currencies.

The Instruments may also be listed and/or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Dealer in relation to each Series of Instruments.

Series of Instruments which are unlisted and/or not admitted to trading on any market may also be issued pursuant to the Programme.

The applicable Pricing Supplement will state whether or not the relevant Instruments are to be listed and/or admitted to trading, as the case may be, and, if so, on which stock exchange(s) and/or markets.

Risk Factors:

There are certain factors that may affect the relevant Issuer's ability to fulfil its obligations under Instruments issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme and risks relating to the structure of a particular Series of Instruments issued under the Programme. All of these are set out under "*Risk Factors*".

Ratings:

Tranches of Instruments may be rated or unrated. Where a Tranche of Instruments is to be rated, such rating will be specified in the applicable Pricing Supplement.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision, reduction or withdrawal at any time by the assigning rating agency.

Clearing Systems: Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system as specified in the applicable Pricing Supplement, see “*Form of the Notes*” or “*Form of the Securities*”.

Selling Restrictions: There are restrictions on the offer, sale and transfer of the Instruments in the United States, the European Economic Area (including the United Kingdom), Japan, Hong Kong, Singapore, Switzerland and the PRC and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Instruments, see “*Subscription and Sale*”.

United States Selling Restrictions: Regulation S, Category 1 or 2 as specified in the applicable Pricing Supplement; TEFRA C/TEFRA D/TEFRA not applicable, as specified in the applicable Pricing Supplement.

NOTES

Fixed Rate Notes: Fixed interest will be payable on Fixed Rate Notes on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction (as defined in Condition 2 of the Notes) as may be agreed between the Issuer and the relevant Dealer.

Floating Rate Notes: Floating Rate Notes will bear interest at a rate determined:

- (a) 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 supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series (as specified in the relevant Pricing Supplement)) as published by the International Swaps and Derivatives Association, Inc. or the latest version of ISDA 2021 Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor thereto), as specified in the relevant Pricing Supplement, each as published by ISDA (or any successor) on its website (<http://www.isda.org>), on the date of issue of the first Tranche of the Notes of such Series; or
- (b) on the basis of a reference rate set out in the applicable Pricing Supplement; or
- (c) on such other basis as may be agreed between the relevant Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their principal amount and will not bear interest.

Notes redeemable in instalments: The Issuer may issue Notes which may be redeemed in separate instalments in such amounts and on such dates as the Issuer and the relevant Dealer may agree.

Other Notes:

The Issuers may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Conditions of the Notes, in which event the relevant provisions will be included in the applicable Pricing Supplement.

Redemption of Notes:

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or termination of OUE REIT or following an Event of Default (as defined in Condition 13 of the Notes)) or that such Notes will be redeemable, whether at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer, or (in the case of cessation or suspension in trading of the Units (as defined in Condition 9(f) of the Notes) in OUE REIT) as provided in Condition 9(f) of the Notes, or (in the case of a minimal outstanding amount of the Notes) as provided in Condition 9(g) of the Notes.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see “*Certain Restrictions - Notes having a maturity of less than one year*” above.

Taxation:

All payments of principal and interest in respect of the Notes and Coupons (each as defined in the Conditions of the Notes) by or on behalf of the relevant Issuer or (in respect of Guaranteed Notes (as defined in “*Terms and Conditions of the Notes*”)) the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any tax jurisdiction as provided in Condition 12 of the Notes, unless such withholding or deduction is required by law. In such event, the relevant Issuer or (in respect of Guaranteed Notes) the Guarantor will, save in certain limited circumstances provided in Condition 12 of the Notes, pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction. For further details, please see the section “*Taxation - Singapore Taxation*”.

Covenants:

The terms of the Notes will contain a negative pledge provision and a financial covenant as further described in Condition 5 of the Notes.

Events of Default of the Notes:

The terms of the Notes will contain certain events of default, including a cross default provision, as further described in Condition 13 of the Notes.

Status of the Notes:

The Notes and any related Coupons will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 5(a) of the Notes) unsecured obligations of the relevant Issuer and will at all times rank *pari passu* and without any preference or priority among themselves and *pari passu* with all other present and future unsecured obligations of the relevant Issuer (other than subordinated obligations and priorities created by law).

Guarantee of the Notes:

The obligations of the Guarantor under the Guarantee will constitute a direct, unconditional, unsubordinated and (subject to Condition 5(b) of the Notes) unsecured obligation of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor (other than subordinated obligations and priorities created by law).

The Guarantor has in the Trust Deed, in respect of each Tranche of Guaranteed Notes, unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by ORTPL in respect of the Notes.

Governing Law:

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

SECURITIES**Fixed Rate Securities:**

Fixed distributions will be payable on Fixed Rate Securities on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction (as defined in Condition 2 of the Securities) as may be agreed between the relevant Issuer and the relevant Dealer.

Floating Rate Securities:

Floating Rate Securities will confer a right to receive distributions, in each case at a rate determined:

- (a) 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 supplemented, amended and updated as at the Issue Date of the first Tranche of the Securities of the relevant Series (as specified in the relevant Pricing Supplement)) as published by the International Swaps and Derivatives Association, Inc. or the latest version of ISDA 2021 Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor thereto), as specified in the relevant Pricing Supplement, each as published by ISDA (or any successor) on its website (<http://www.isda.org>), on the date of issue of the first Tranche of the Securities of such Series;
- (b) on the basis of a reference rate set out in the applicable Pricing Supplement; or
- (c) on such other basis as may be agreed between the relevant Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each series of Floating Rate Securities.

Floating Rate Securities may also have a maximum distribution rate, a minimum distribution rate or both.

Other Securities:

The relevant Issuer may agree with any Dealer and the Trustee that Securities may be issued in a form not contemplated by the Conditions of the Securities, in which event the relevant provisions will be included in the applicable Pricing Supplement.

Optional Deferral of Distributions:

The applicable Pricing Supplement will specify whether the relevant Issuer may, at its sole discretion, elect to defer any distribution (in whole and not in part) which is otherwise scheduled to be paid on a Distribution Payment Date (as defined in Condition 2 of the Securities) by giving a Optional Distribution Deferral Notice (as defined in Condition 6(d)(i) of the Securities) to the Securityholders in accordance with Condition 18 of the Securities not more than 15 nor less than five Business Days prior to a scheduled Distribution Payment Date. If Dividend Pusher is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may not elect to defer any distribution if, during such period(s) prior to such Distribution Payment Date as may be specified in the applicable Pricing Supplement, a Compulsory Distribution Payment Event (as defined in Condition 2 of the Securities) has occurred.

Cumulative Deferral of Distributions:

The applicable Pricing Supplement will specify whether the relevant Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 6(d)(iv) of the Securities) further defer any Arrears of Distribution (as defined in Condition 6(d)(iv) of the Securities) by complying with the notice requirement applicable to any deferral of an accrued Distribution. The relevant 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 6(d) of the Securities by complying with such notice requirement except that Condition 6(d)(iv) of the Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

Non-Cumulative Deferral of Distributions:

If Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement, any Distribution deferred pursuant to Condition 6(d) of the Securities is non-cumulative and will not accrue Distribution. The relevant Issuer is not under any obligation to pay that or any other Distributions that have not been paid in whole or in part.

Optional Distribution:

If Optional Distribution is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, and at any time, elect to pay an Optional Distribution (as defined in Condition 6(d)(v) of the Securities) at any time by giving irrevocable notice of such election to the Securityholders (in accordance with Condition 18 of the Securities), the Trustee and the Principal Paying Agent, not more than 15 nor less than five Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the relevant Issuer to pay the relevant Optional Distribution on the payment date specified in such notice).

**Restrictions in the case of
Optional Deferral:**

If Dividend Stopper is specified as being applicable in the applicable Pricing Supplement and on any Distribution Payment Date, payment of Distributions (including Arrears of Distribution and Additional Distribution Amount) scheduled to be made on such date is not made in full by reason of Condition 6(d)(i) of the Securities, the relevant Issuer and (in respect of each Tranche of Guaranteed Securities) (as defined in “*Terms and Conditions of the Securities*”) the relevant Issuer and the Guarantor shall not:

- (i) declare, pay or make any dividends, distributions or other payments on, and will procure that no dividend, distribution or other payment is made on, any of the relevant Issuer’s Junior Obligations or the Guarantor’s Junior Obligations (as defined in the Terms and Conditions of the Securities) or (except on a pro rata basis) any of the relevant Issuer’s Specified Parity Obligations or the Guarantor’s Specified Parity Obligations (as defined in the Terms and Conditions of the Securities)
- (ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any of the relevant Issuer’s Junior Obligations or the Guarantor’s Junior Obligations or (except on a pro rata basis) any of the relevant Issuer’s Specified Parity Obligations or the Guarantor’s Specified Parity Obligations,

in each case unless and until (1) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the relevant Issuer has satisfied in full all outstanding Arrears of Distribution, (2) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (3) the relevant Issuer or, as the case may be, the Guarantor is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

Redemption of Securities:

The applicable Pricing Supplement will indicate that the relevant Securities may not be redeemed at the option of the relevant Issuer, or will specify the basis for calculating the redemption amounts payable and indicate the circumstances in which the relevant Securities may be redeemed, whether due to taxation reasons (as described in Condition 7(b) of the Securities), at the option of the Issuer (as described in Condition 7(c) of the Securities), upon the occurrence of a Rating Event (as described in Condition 7(d) of the Securities), upon the occurrence of a Tax Deductibility Event (as defined in Condition 7(e) of the Securities), upon the occurrence of an Accounting Event (as defined in Condition 7(f) of the Securities), upon the occurrence of a Regulatory Event (as defined in Condition 7(g) of the Securities), upon the occurrence of a cessation or suspension in trading of Units in OUE REIT (Delisting/ Suspension of Trading) (as defined in Condition 7(h) of the Securities) or in the case of a minimal outstanding amount of Securities (as provided in Condition 7(i) of the Securities).

Taxation:

All payments of principal and Distribution (including Arrears of Distribution and Additional Distribution Amount) in respect of the Securities and Coupons by or on behalf of the relevant Issuer or (in respect of each Tranche of Guaranteed Securities) the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any tax jurisdiction as provided in Condition 10 of the Securities, unless such withholding or deduction is required by law. In such event, the relevant Issuer or (in respect of each Tranche of Guaranteed Securities) the Guarantor will, save in certain limited circumstances provided in Condition 9 of the Securities, pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Securities or Coupons after such withholding or deduction shall equal the respective amounts of principal and distribution which would otherwise have been receivable in respect of the Securities or Coupons, as the case may be, in the absence of such withholding or deduction.

Where the Securities are not recognised as debt securities for Singapore income tax purposes, all payments in respect of the Securities by or on behalf of the relevant Issuer or (in respect of each Tranche of Guaranteed Securities) the Guarantor may be subject to Singapore withholding tax, regardless of the underlying receipts from which the distributions are made by OUE REIT. In that event, the relevant Issuer or (in respect of each Tranche of Guaranteed Securities) the Guarantor will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of the Securities for or on account of any such taxes or duties.

For further details, please see the section "*Taxation - Singapore Taxation*".

Enforcement Events - Securities:

There are no events of default under the Securities. The terms of the Securities will contain Enforcement Events as further described in Condition 11(b) of the Securities.

Status of the Senior Securities:

The Senior Securities will constitute direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer which will at all times rank *pari passu* and without any preference or priority among themselves and *pari passu* with all other present and future unsecured obligations of the relevant Issuer (other than subordinated obligations and priorities created by law).

Guarantee of the Senior Securities:

The Guarantee of the Senior Securities will constitute a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor which will at all times rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.

Status of the Subordinated Securities:

The Subordinated Securities will constitute direct, unconditional, unsecured and subordinated obligations of the relevant Issuer which will at all times rank *pari passu* and without any preference among themselves and with any Parity Obligations of the Issuer. The rights and claims of the Securityholders in respect of the Subordinated Securities are subordinated as provided in Condition 5(c) of the Securities.

Guarantee of the Subordinated Securities:

The Guarantee of the Subordinated Securities will constitute a direct, unconditional, unsecured and subordinated obligation of the Guarantor which will at all times rank at least *pari passu* with any Parity Obligations of the Guarantor.

Ranking of claims on Winding-Up - ORTPL:

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

Ranking of claims on Winding-Up – OUE REIT Trustee or OUE REIT:

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-Up of the OUE REIT Trustee or OUE REIT, there shall be payable by the OUE REIT Trustee in respect of each Subordinated Security (in lieu of any other payment by the OUE REIT Trustee), such amount, if any, as would have been payable to such Securityholder if, on the day prior to the commencement of the Winding-Up of the OUE REIT Trustee or OUE REIT, and thereafter, such Securityholder were the holder of one of a class of preferred units in the capital of OUE REIT (and if more than one class of preferred units is outstanding, the most junior ranking class of such preferred units) (the “**OUE REIT Notional Preferred Units**”) having an equal right to return of assets in the Winding-Up of the OUE REIT Trustee or OUE REIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the Winding-Up of the OUE REIT Trustee or OUE REIT, and so rank ahead of the holders of Junior Obligations of the OUE REIT Trustee but junior to the claims of all other present and future creditors of the OUE REIT Trustee (other than Parity Obligations of the OUE REIT Trustee), on the assumption that the amount that such Securityholder was entitled to receive in respect of each OUE REIT Notional Preferred Unit on a return of assets in such Winding-Up of the OUE REIT Trustee or OUE REIT were an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Subordinated Security together with distributions accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in Condition 6(d) (v) of the Securities) in respect of which the OUE REIT Trustee has given notice to the Securityholders in accordance with the Conditions of the Securities.

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 or OUE REIT, there shall be payable by the Guarantor under and in accordance with the terms of the Subordinated Guarantee in respect of each Subordinated Security (in lieu of any other payment by the Guarantor), such amount, if any, as would have been payable to such Securityholder if, on the day prior to the commencement of the Winding-Up of the Guarantor or OUE REIT, and thereafter, such Securityholder were the holder of the OUE

REIT Notional Preferred Units having an equal right to return of assets in the Winding-Up of the Guarantor or OUE REIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the Winding-Up of the Guarantor or OUE REIT, and so rank ahead of the holders of Junior Obligations of the Guarantor but junior to the claims of all other present and future creditors of the Guarantor (other than Parity Obligations of the Guarantor), on the assumption that the amount that such Securityholder was entitled to receive in respect of each OUE REIT Notional Preferred Unit on a return of assets in such Winding-Up of the Guarantor or OUE REIT were an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Subordinated Security together with distributions accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in 6(d)(v) of the Securities) in respect of which ORTPL has given notice to the Securityholders in accordance with the Conditions of the Securities.

Set-off – ORTPL:

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

Set-off – OUE REIT Trustee:

Subject to applicable law, no holder of Subordinated Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the OUE REIT Trustee in respect of, or arising under or in connection with the Subordinated Securities or Coupons relating to them, and each holder of Subordinated Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the OUE REIT Trustee. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Securities or any Coupons relating to them by the OUE REIT Trustee in respect of, or arising under or in connection with the Subordinated Securities

or Coupons relating to them is discharged by set-off, such holder of Subordinated Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the OUE REIT Trustee (or, in the event of the Winding-Up of the OUE REIT Trustee or OUE REIT, the liquidator or, as appropriate, administrator of the OUE REIT Trustee or, as the case may be, OUE REIT) and, until such time as payment is made, shall hold such amount in trust for the OUE REIT Trustee (or the liquidator or, as appropriate, administrator of the OUE REIT Trustee or, as the case may be, OUE REIT) and accordingly any such discharge shall be deemed not to have taken place.

Set-off – Guarantor:

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

Governing Law:

The Securities and any non-contractual obligations arising out of or in connection with the Securities will be governed by, and shall be construed in accordance with English law, or Singapore law, as specified in the applicable Pricing Supplement, provided that the subordination provisions set out in Condition 4 and Condition 5 of the Securities and Clause 4.7 of the Trust Deed will be governed by, and construed in accordance with, Singapore law.

SELECTED CONSOLIDATED FINANCIAL INFORMATION

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

The selected consolidated financial information of the Group as at 31 December 2021, 2022 and 2023 has been derived from the audited consolidated financial statements for the financial years ended 31 December 2022 and 2023 respectively, which have been audited by KPMG LLP, and should be read in conjunction with the Independent Auditor's Reports on the audited consolidated financial statements for the financial years ended 31 December 2022 and 2023 respectively included elsewhere in this Offering Circular.

The selected consolidated financial information of the Group as at 30 June 2024 and for the six months ended 30 June 2023 and 2024 has been extracted from the Group's unaudited consolidated financial statement of the Group for the six months ended 30 June 2024, and should be read in conjunction with, and is qualified in its entirety by reference to, those financial statements, which are included elsewhere in this Offering Circular. Investors should not rely on such unaudited consolidated financial statements to provide the same quality of information that audited financial information would provide.

STATEMENTS OF TOTAL RETURN INFORMATION

	Year ended 31 December			Six months ended 30 June	
	2021 S\$'000	2022 S\$'000	2023 S\$'000	2023 S\$'000	2024 S\$'000
Revenue	249,884	241,507	285,055	138,802	146,729
Property operating income	(45,679)	(44,592)	(50,088)	(23,537)	(29,586)
Net property income	204,205	196,915	234,967	115,265	117,143
Other income	15,194	8,766	—	—	—
Amortisation of intangible assets	(5,000)	(3,750)	—	—	—
Write-off of intangible assets	—	(5,417)	—	—	—
Manager's management fees	(18,249)	(15,756)	(17,654)	(7,916)	(8,061)
Divestment costs	(7,363)	—	—	—	—
Trustee's fee	(1,304)	(998)	(961)	(477)	(484)
Other expenses	(2,674)	(2,755)	(611)	42	(1,147)
Finance income	4,394	27,001	3,004	2,137	440
Finance cost	(76,187)	(81,967)	(114,847)	(58,214)	(54,744)
Net finance costs	(71,793)	(54,966)	(111,843)	(56,077)	(54,304)
Net income	113,016	122,039	103,898	50,837	53,147
Net change in fair value of investment Properties	(56,284)	139,727	87,474	—	—
Share of results from joint venture	13,236	37,108	16,886	4,251	4,480
Total return for the year/period before tax	69,968	298,874	208,258	55,088	57,627
Tax expense	(14,061)	(11,191)	(2,479)	(6,919)	(6,791)
Total return for the year/period	55,907	287,683	205,779	48,169	50,836
Total return attributable to:					
Unit holders and Convertible Perpetual Preferred Units ("CPPU") holder	38,876	275,574	200,109	44,791	47,664
Non-controlling interests	17,031	12,109	5,670	3,378	3,172
	55,907	287,683	205,779	48,169	50,836

STATEMENTS OF FINANCIAL POSITION INFORMATION

	As at 31 December			As at 30 June
	2021 S\$'000	2022 S\$'000	2023 S\$'000	2024 S\$'000
Non-current assets				
Plant and equipment	146	221	193	164
Investment properties	5,409,748	5,539,164	5,630,357	5,630,238
Intangible assets.....	9,167	–	–	–
Investment in joint venture.....	322,056	347,332	353,719	353,725
Financial derivatives	960	21,590	–	742
Trade and other receivables	3,867	4,334	4,805	4,672
	5,745,944	5,912,641	5,989,074	5,989,541
Current assets				
Trade and other receivables	27,028	20,592	22,138	24,934
Cash and cash equivalents	59,549	49,482	54,225	58,609
Financial derivatives	–	6,390	3,274	328
	86,577	76,464	79,637	83,871
Total assets	5,832,521	5,989,105	6,068,711	6,073,412
Non-current liabilities				
Loans and borrowings	1,813,196	1,721,841	2,055,119	1,970,570
Trade and other payables	38,860	39,878	41,655	39,087
Financial derivatives	7,077	–	244	–
Deferred tax liabilities	83,993	76,109	64,356	64,442
Lease liability	24,410	25,146	22,716	22,716
	1,967,536	1,862,974	2,184,709	2,096,815
Current liabilities				
Loans and borrowings	172,199	327,618	–	113,516
Trade and other payables	87,132	76,271	90,340	83,700
Financial derivatives	1,545	–	–	–
Current tax liabilities	14,594	14,741	16,151	17,558
Lease liability	1,000	134	100	50
	276,470	418,764	105,591	214,824
Total liabilities	2,244,006	2,281,738	2,290,681	2,311,639
Net assets	3,588,515	3,707,367	3,778,030	3,761,773
Represented by:				
Unitholders' funds	3,127,996	3,240,073	3,311,192	3,298,178
CPPU holder's funds	212,309	212,309	212,309	212,294
	3,340,305	3,452,382	3,523,501	3,510,472
Non-controlling interests	248,210	254,985	254,529	251,301
	5,449,685	3,707,367	3,778,030	3,761,773

STATEMENTS OF CASH FLOW INFORMATION

	Year ended 31 December			Six months ended 30 June	
	2021 S\$'000	2022 S\$'000	2023 S\$'000	2023 S\$'000	2024 S\$'000
Net cash from operating activities	166,801	183,534	213,387	97,321	90,964
Net cash (used in)/from investing activities	902,523	(30,848)	1,458	2,226	26
Net cash used in financing activities	(1,100,651)	(159,120)	(208,944)	(84,062)	(86,372)
Net increase/(decrease) in cash and cash equivalents	(31,327)	(6,434)	5,901	15,485	4,618
Cash and cash equivalents at the beginning of the year/period	88,508	59,549	49,482	49,482	54,225
Effect of exchange rate fluctuations on cash held.....	2,368	(3,633)	(1,158)	(933)	(234)
Cash and cash equivalents at the end of the year/period	59,549	49,482	54,225	64,034	58,609

RISK FACTORS

Each of the Issuers and the Guarantor believe that the following factors may affect its ability to fulfil their obligations under Instruments issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme are also described below.

Each of the Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Instruments issued under the Programme, but the inability of the relevant Issuer or, as applicable, the Guarantor to pay interest, distributions, principal or other amounts on or in connection with any Instruments may occur for other reasons which may not be considered significant risks by the Issuers or the Guarantor based on information currently available to them or which they may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.

RISKS RELATING TO INVESTMENTS IN REAL ESTATE

OUE REIT may be adversely affected by economic and real estate market conditions in Singapore and the People's Republic of China ("PRC")

OUE REIT's properties are in Singapore and Shanghai, which are international financial centres vulnerable to volatility in the banking and financial system. An economic decline in Singapore and/or the PRC could adversely affect OUE REIT's results of operations and growth.

The global credit markets have experienced, and may continue to experience, volatility and liquidity disruptions as a result of uncertainties as to the current political climate globally, including geopolitical tensions and anti-globalisation trends in trade, which could impact the global economy, including that of Singapore and the PRC. Such disruptions have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries.

There was a swift increase in the interest rate environment in 2022 in light of inflationary pressures and hawkish monetary policy. In particular, in each of June, July, September and November 2022, the U.S. Federal Reserve adopted a 0.75-percentage point rate rise which was its largest interest rate increase at the time in nearly 30 years. In each of February, March, May and July 2023, the U.S. Federal Reserve raised interest rates by a more moderate 0.25-percentage points. Other central banks have also implemented significant rate increases in recent times. There remain concerns that persistent inflation and interest rate hikes will further depress the economy and the outlook for the U.S. and other countries remains uncertain.

There are also other global or regional events which could pose greater volatility to foreign exchange and financial markets in general due to the increased uncertainty. In China, Chinese real estate developers are facing an unprecedented liquidity squeeze due to regulatory curbs on borrowing, leading to a string of offshore debt defaults, credit-rating downgrades and sell-offs in developers' shares and bonds. A severe and prolonged downturn in China's real estate sector would have significant impact on the Chinese economy and in turn the global economy.

The conflict in Israel and Gaza remains volatile and may destabilise the broader Middle East region, and has the potential to escalate further and could result in elevated geopolitical instability, trade restrictions, disruptions to global supply chains, increases in energy prices with knock-on global inflationary impacts, and a potential downturn in the global economy. Tension between Russia, the U.S. and a number of European states have heightened significantly as a result of Russia's invasion of Ukraine. The European Union ("EU"), UK and the U.S., in a coordinated effort joined by several other countries, imposed a variety of sanctions with respect to certain regions of Ukraine, Russia and various Russia-related parties. The geopolitical dynamic the regulatory complexity across multiple jurisdictions and the rapid pace of change have created a volatile situation that may have an impact on the Group's business and operations.

Relations between China and a number of Western countries (particularly the U.S.) remain fragile, with an increasing number of sanctions being imposed by both sides, and this may be further exacerbated by differing stances on the Russia-Ukraine crisis. The U.S. and the PRC are also engaged in a security competition that has ramifications across many aspects of their complex interdependencies. While areas of collaboration exist, such as in relation to climate change, there are nevertheless a number of issues that are resulting in a turbulent and unpredictable environment. These include issues involving: trade, national security, PRC-Taiwan relations; and territorial disputes (such as tensions in the South China Sea and on the India-China border). The Group may be adversely affected by these escalating geopolitical tensions which may impact the global economy in general and the Singapore and PRC economies in particular.

Such events could have an adverse impact on the overall business environment and could adversely affect OUE REIT insofar as they result in:

- a negative impact on the ability of the tenants to pay their rents promptly or continue their leases, thus reducing OUE REIT's cash flow;
- an increase in counterparty risk (being the risk of monetary loss which OUE REIT may be exposed to if any of its counterparties encounters difficulty in meeting its obligations under the terms of its respective transaction, including as a result of the imposition of sanctions);
- an increased likelihood that one or more of (a) OUE REIT's banking syndicates (if any), (b) banks or insurers providing bankers' guarantees or performance bonds for the rental deposits or other types of deposits relating to or in connection with OUE REIT's properties or OUE REIT's operations or (c) OUE REIT's insurers may not honour their commitments to OUE REIT;
- a drop in demand for leased space;
- downward revaluation of its properties;
- a reduction in access to the capital markets to raise new capital and/or re-financing.

There are also concerns over rising inflation and there is still uncertainty as to whether the global economy will worsen, or whether recovery would be slow and over an extended period of time and the impact on Singapore's external trade dependent economy. In Singapore, the MAS had tightened its monetary policy which is aimed at countering rising inflation several times and has since left it unchanged since October 2022.

Recent bank runs, insolvencies and failures of a few banks across the U.S. and Europe, have caused further uncertainty in the global market, raised concerns on potential liquidity risks in the global banking system and led to potential deterioration in market liquidity.

Investments in hospitality, commercial, hospitality-related and commercial-related assets in other countries will expose OUE REIT to additional local real estate market conditions. Other real estate market conditions that may adversely affect the performance of OUE REIT include the attractiveness of competing commercial-related assets or an oversupply or reduced demand for such commercial-related assets in the countries in which properties owned by OUE REIT are located.

OUE REIT may be adversely affected by regulatory, fiscal and other governmental policies in Singapore and the PRC

OUE REIT will be subject to real estate laws, regulations, and policies because of its property investments in Singapore and the PRC. Measures and policies adopted by the Singapore and PRC governments and regulatory authorities at national, provincial or local levels, such as government control over property investments or foreign exchange regulations, may negatively affect OUE REIT's properties.

OUE REIT is exposed to lease expiries with no assurance of renewals or new leases.

As at 30 June 2024, 5.7% of the leases (by gross rental income) for OUE REIT's commercial properties will expire during 2024, while 24.4% and 37.8% (by gross rental income) for OUE REIT's commercial properties are expected to expire during 2025 and 2026 respectively, generally reflecting the duration of lease terms in the Singapore and PRC commercial property markets. OUE REIT's properties are exposed to lease cycles in which a significant percentage expire each year.

Vacancies following the non-renewal of leases may lead to reduced occupancy rates. If many tenants do not renew their leases in a year in which a significant percentage of leases expire and such tenants are not replaced promptly and on terms acceptable to the OUE REIT Manager, this could materially and adversely affect the business, financial condition and results of operations of OUE REIT.

There is no assurance that OUE REIT's properties can maintain rental rates at prevailing market rates.

The rental rates of OUE REIT's properties will depend upon various factors, including but not limited to prevailing supply and demand conditions and the quality and design of OUE REIT's properties. There is no assurance that the OUE REIT Manager can procure new leases or renew existing leases at these prevailing market rates. The amount of cash flow available to OUE REIT will depend in part on its ability to continue to lease the properties owned by OUE REIT on economically favourable terms. OUE REIT's cash flow may thus be adversely affected by any significant decline in the rental rates at which OUE REIT is able to lease its properties and to renew existing leases or attract new tenants, which may in turn affect OUE REIT's business, financial condition and results of operations.

Losing key tenants or a significant number of tenants at any of OUE REIT's properties or a downturn in the businesses of key tenants or a significant number of tenants could have an adverse effect on the business, financial condition and results of operations of OUE REIT.

OUE REIT's financial condition, results of operations and capital growth may be adversely affected by the bankruptcy, insolvency or downturn in the businesses of one or more key tenants or a significant number of tenants at any of OUE REIT's properties, and the decision by one or more of these tenants not to renew its lease or terminate its lease before it expires. If key tenants or a significant number of tenants terminate their leases or do not renew their leases at expiry, it may be difficult to secure replacement tenants at short notice. In addition, the rent and the terms on which lease renewals and new leases are agreed may be less favourable than the current leases.

Planned amenities and transportation infrastructure near OUE REIT's properties may not be implemented as planned, or may be closed, relocated, terminated or delayed.

There is no assurance that amenities, transportation infrastructure and public transport services near OUE REIT's properties will be implemented as planned or will not be closed, relocated, terminated or delayed. If such an event were to occur, it will adversely affect the accessibility and the attractiveness and marketability of the relevant properties to tenants. This may then have an adverse effect on their demand and the rental rates and adversely affect the business, financial condition and results of operations of OUE REIT.

OUE REIT's properties may require periodic capital expenditure and OUE REIT may not be able to secure financing to fund the necessary works.

OUE REIT may require periodic capital expenditure for refurbishment, renovation for improvements and development of its properties to remain competitive or be income-producing. OUE REIT may not be able to fund capital expenditure solely from cash provided from its operating activities and may not be able to obtain additional equity or debt financing on favourable terms or at all. If OUE REIT cannot obtain such financing, the marketability of such property may be affected. Moreover, there is no assurance as to the performance of its properties even after the implementation of these capital expenditures.

OUE REIT's assets might be adversely affected if they are not adequately managed or maintained.

Should the OUE REIT Manager or the respective property managers of REIT's properties fail to provide adequate management and maintenance, the value of OUE REIT's assets might be adversely affected and this may cause a loss of tenants or hotel guests, which will adversely affect OUE REIT's business, financial condition and results of operations.

Losses or liabilities from latent property or equipment defects may adversely affect earnings and cash flow.

Design, construction or other latent property or equipment defects in OUE REIT's properties may require additional capital expenditure, special repair, maintenance expenses, payment of damages or other obligations to third parties. The due diligence on the properties or equipment may not have identified all material defects, breaches of laws, tax liabilities and other deficiencies.

Statutory or contractual representations, warranties and indemnities given by any seller of commercial properties are unlikely to afford satisfactory protection from costs or liabilities arising from such property or equipment defects.

Costs or liabilities arising from such property or equipment defects may involve significant and potentially unpredictable patterns and levels of expenditure which may have a material adverse effect on OUE REIT's earnings and cash flows.

OUE REIT's properties face intense competition from other properties.

OUE REIT's properties are in areas where other competing properties are present and new properties may be developed which may compete with OUE REIT's properties.

The income from and the market value of OUE REIT's properties will depend on the ability of OUE REIT's properties to compete against other properties for tenants or hotel guests. The success of each OUE REIT property in its market will largely depend on its ability to brand and compete in areas such as the quality of its facilities, room or rental rates, level of service and service experiences, and brand recognition.

If competing properties are more successful in attracting and retaining tenants or hotel guests, the income from OUE REIT's properties could be reduced thereby adversely affecting OUE REIT's business, financial condition and results of operations.

Unfavourable economic or competitive conditions may lead to a decline in property valuation.

Unfavourable economic or competitive conditions may affect the occupancy rates of the properties which may in turn materially and adversely affect their valuation. Any indication of impairment in the value of the properties assets may result in an impairment charge that could materially and adversely affect OUE REIT's operating results. This may also affect OUE REIT's borrowings if financial covenants in OUE REIT's financing and other agreements are breached as a result of the decreased valuation.

OUE REIT may be adversely affected by the illiquidity of real estate investments.

OUE REIT's principal investment strategy of investing, directly or indirectly, in income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs, and/or hospitality or hospitality-related purposes, as well as real estate-related assets, involves a higher level of risk as compared to a portfolio with a more diverse range of investments.

Real estate investments are relatively illiquid and such illiquidity may affect OUE REIT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, property market or other conditions. OUE REIT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such assets to ensure a quick sale. OUE REIT may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to the illiquid nature of real estate assets. These factors could have an adverse effect on OUE REIT's financial condition and results of operations.

The appraisals of OUE REIT's properties are based on various assumptions and the price at which OUE REIT can sell a property in future may be lower than the initial acquisition value of the property.

OUE REIT is required under the Property Funds Appendix to value its property portfolio at least once every financial year. Property valuations generally include a subjective determination of certain factors relating to the relevant properties, such as their relative market positions, their financial and competitive strengths and their physical conditions. There can be no assurance that the assumptions relied on are accurate measures of the market, and the values of OUE REIT's properties may be evaluated inaccurately. The valuers engaged by OUE REIT from time to time may have included a subjective determination of certain factors relating to OUE REIT's properties such as their relative market positions, financial and competitive strengths, and physical condition and accordingly, their valuation of OUE REIT's properties may be subjective. The valuation of any of OUE REIT's properties does not guarantee a sale price at that value or higher. The price at which OUE REIT may sell a property may be lower than its purchase price.

Further, general property prices are subject to the volatilities of the property market and there can be no assurance that OUE REIT will not be required to make a downward revaluation of the properties owned by it in the future. Any fall in OUE REIT's gross revenue or net property income will result in a downward revaluation of its properties. Downward revaluations could negatively impact OUE REIT's gearing, which could in turn trigger a default under certain loan covenants and/or impact OUE REIT's ability to refinance its existing borrowings or secure additional borrowings.

In addition, OUE REIT is required to measure investment properties at fair value at each balance sheet date and any change in the fair value of the investment properties is recognised in the statements of total return. Changes in fair value may have an adverse effect on OUE REIT's financial results for the financial year if there is a significant decrease in the valuation of OUE REIT's investment properties which results in revaluation losses that are recognised in its statements of total return.

OUE REIT may suffer material losses in excess of insurance proceeds or OUE REIT may not put in place or maintain adequate insurance in relation to OUE REIT's properties and its potential liabilities to third parties.

OUE REIT's properties face the risk of suffering physical damage caused by fire, terrorism, acts of God such as natural disasters or other causes, as well as potential public liability claims, including claims arising from the operations of OUE REIT's properties. There is no assurance that OUE REIT's insurance policies against risks arising from its business activities could prove to offer sufficient coverage in individual cases of damages, losses or liability claims.

In addition, certain types of risks (such as war risk and losses caused by the outbreak of contagious diseases, contamination or other environmental breaches) may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. Should an uninsured loss or a loss in excess of insured limits occur, OUE REIT could have to pay compensation and/or lose capital invested in the affected property and anticipated future revenue from that property as it may not be able to rent out or sell the affected property. OUE REIT will also be liable for any debt or other financial obligations related to that property. No assurance can be given that material losses in excess of insurance proceeds will not occur.

It is also uncertain whether OUE REIT can continue to obtain suitable insurance coverage for all business risks on economically acceptable terms. Insurance companies might stop providing coverage under comprehensive/third-party liability insurance policies for certain risks associated with terrorist attacks, war or other hostile actions at commercially acceptable terms or may suspend such insurance entirely. Any such development could adversely affect OUE REIT's revenues, results of operations and financial condition.

OUE REIT may suffer losses and be liable for the damage suffered by third parties because of contamination or other environmental issues if contaminants are found on the land on which OUE REIT's properties or other assets of OUE REIT are located.

OUE REIT's properties and other assets acquired by OUE REIT may be affected by contamination or other environmental issues which may not previously have been identified and/or rectified during acquisition or which may occur after acquisition. The properties owned by OUE REIT may contain, or their operations may utilise, certain material, processes or installations which are regulated pursuant to various environmental laws, including those relating to air pollution control, water pollution control, waste disposal and noise pollution control, or may require environmental permits from regulatory authorities. These laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of the hazardous substances.

This gives rise to several risks, including:

- the risk of prosecution by environmental authorities;
- the requirement for unbudgeted additional expenditure to remedy such issues;
- the adverse impact on the operations at the affected property which may in turn adversely affect the revenue of OUE REIT; and
- the adverse impact on the value of the affected property.

OUE REIT may be liable to bear the costs of remedying or removing such contamination and there is no guarantee that OUE REIT can recover such costs from other parties which might have contributed to or are responsible for such contamination.

The costs of removal or remediation of such substances could also be substantial. There is no assurance that potential environmental liability does not exist or will not arise in the future. The presence of contamination or hazardous substances on the properties owned by OUE REIT could adversely affect OUE REIT's ability to lease or sell such properties or to borrow using these properties as collateral, and OUE REIT may be required to incur unbudgeted capital expenditure to remedy the issues, which could have a material adverse effect on OUE REIT's business, financial condition, results of operations, and prospects. This may in turn affect the relevant Issuers' ability to fulfil its payment obligations under the Instruments.

Possible damage to OUE REIT's properties as a result of surrounding construction works.

Ground movements from surrounding construction works in the vicinity may cause damage to the properties, notwithstanding any safety measures put in place. Moreover, such activities may affect the shopper traffic at the properties. Any expenditure required for the inspection, repair and maintenance of the properties if such damage occurs may have an adverse effect on OUE REIT's financial condition and results of operations.

OUE REIT's business, financial condition and results of operations may be adversely affected by increases in property expenses and other operating expenses.

OUE REIT's business, financial condition and results of operations could be adversely affected if property expenses and other operating expenses increase without a corresponding increase in revenue. Factors that could lead to an increase in expenses include, but are not limited to:

- increases in property tax assessments and other statutory charges;
- changes in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies;
- changes in direct or indirect tax policies, laws or regulations;
- increases in sub-contracted service costs;
- increases in labour costs;

- increases in repair and maintenance costs;
- increases in the rate of inflation;
- defects affecting, or environmental pollution in connection with, OUE REIT's properties which need to be rectified, leading to unforeseen capital expenditure;
- increases in insurance premiums;
- increases in cost of utilities; and
- increases in the OUE REIT Manager's management fee, the property managers' fees, the OUE REIT Trustee's fee and other trust expenses.

There can be no assurance that, if property and other operating expenses increase, such increases will not have a significant impact on OUE REIT's financial condition and total returns.

Property operation costs and expenses of OUE REIT's properties may not decrease even if occupancy declines.

OUE REIT's properties are continuously operational and thus, operational costs will not vary significantly despite the changing levels of occupancy. Maintenance and operation of its properties requires a relatively fixed amount of costs, which might limit OUE REIT's ability to respond to prevailing market conditions by minimising costs. This might impact overall profitability when the economy is weak.

The property tax to which OUE REIT is subject may increase.

Property expenses for OUE REIT include property tax on OUE REIT's properties. There is no assurance that the property tax of OUE REIT will remain as forecast and projected. The property tax expenses of OUE REIT may increase due to reasons including, but not limited to:

- an increase in the property tax rate;
- changes to the basis of assessment for property tax; and
- changes to the property tax legislation or regime.

In Singapore, OUE REIT is liable to pay property tax on the annual value of immovable properties in Singapore.

In the PRC, certain taxes such as real estate tax are subject to the discretion or practice of local tax bureaus, and thus the amount of taxes payable may vary. The PRC company directly owning Lippo Plaza has been paying property tax based on the original construction cost of Lippo Plaza as opposed to its rental income. While the current method of computing property tax in relation to Lippo Plaza has so far been accepted by the local PRC tax bureau, there is no assurance that the PRC tax authorities will not require payment of property tax in relation to Lippo Plaza as computed based on rental income for the past and/or in the future. If a disposal occurs of any of OUE REIT's properties in the PRC, such disposal may also expose the income and gains derived by OUE REIT to various types of taxes in the PRC, including income tax, business tax, land appreciation tax, stamp duty levied on gross income and local surcharges applicable at the location of the property. An increase in property tax expenses may have a significant impact on the total returns, financial condition and cash flows of OUE REIT.

OUE REIT's properties or a part of them may be acquired compulsorily by the respective governments of Singapore and the PRC

The laws and regulations of Singapore and the PRC empower the respective governments of Singapore and the PRC to acquire properties in their jurisdiction.

If any of OUE REIT's properties in Singapore or the PRC are acquired compulsorily, the compensation received may be less than the price which OUE REIT paid for the property and/or the market value of such property at the relevant time.

The compulsory acquisition of any of OUE REIT's properties owned by OUE REIT or a part of them by the respective governments of Singapore, the PRC or any other country in which OUE REIT may own properties would therefore have an adverse effect on the business, financial condition and results of operations of OUE REIT.

OUE REIT is subject to risks associated with the acquisition of real estate.

There is no assurance that OUE REIT's properties will not have defects or deficiencies requiring repair or maintenance (including design, construction or other latent property or equipment defects in OUE REIT's properties which may require additional capital expenditure, special repair or maintenance expenses) or be affected by breaches of laws and regulations. These building defects and deficiencies may be difficult or impossible to ascertain due to limitations inherent in the scope of the inspections, the technologies or techniques used and other factors. Such defects or deficiencies may require significant capital expenditures or obligations to third parties and involve significant and unpredictable patterns and levels of expenditure which may have a material adverse effect on OUE REIT's earnings and cash flows.

Notwithstanding the due diligence investigations which have been and will be carried out on the properties owned by OUE REIT, some of the properties owned by OUE REIT may still not be in compliance with certain laws and regulations. OUE REIT may incur financial or other obligations in relation to such breaches or non-compliance. This may affect the financial condition and results of operations of OUE REIT which may in turn affect the relevant Issuers' ability to fulfil its payment obligations under the Instruments.

In addition, the representations, warranties and indemnities granted in favour of OUE REIT by the vendors of OUE REIT's properties are, or in the case of future acquisitions, which were granted by the relevant vendor may be, subject to limitations as to (i) their scope, (ii) the amount and timing of claims which can be made and (iii) the financial strength of a vendor after completion of the disposal of the relevant property to OUE REIT. There can be no assurance that OUE REIT could be reimbursed or be otherwise successful in recovering monetary compensation under such representations, warranties and indemnities for all losses or liabilities suffered or incurred by it because of its acquisition of OUE REIT's properties or future acquisitions.

OUE REIT may be involved in boundary disputes and there may be encroachment by, or affecting, the properties owned by it.

OUE REIT may from time to time be involved in boundary disputes which may cause difficulties in future dispositions of the land or unexpected costs or losses including, but not limited to, the loss of part of the land area or liability for damages arising in relation to such properties. Some of the properties are encroaching on, or being encroached upon by, the adjoining properties. Such encroachment by, or affecting, the properties may restrict the use of the land or lead to claims from neighbours. This may adversely affect OUE REIT's rental income and cause additional expense to be incurred by OUE REIT in the removal of the encroachment or reinstatement of the affected land. These risks may have an adverse effect on OUE REIT's financial condition and results of operations, which may in turn affect the relevant Issuers' ability to fulfil its payment obligations under the Instruments.

RISKS RELATING TO OUE REIT'S BUSINESS AND OPERATIONS

If the master lease agreements are terminated, H Sub-Trust may have to pay a termination fee to the master lessees.

Hilton Singapore Orchard and Crowne Plaza Changi Airport are subject to long-term master lease agreements. H Sub-Trust may sell its interests in these hotels subject to the master lease agreements. If the sale must be free and clear of the master lease agreements, H Sub-Trust may terminate the master lease agreements upon payment of a termination fee equal to the fair market value of the master lessees' leasehold interest in the remaining term and the option term.

The payment of a termination fee may adversely affect OUE REIT's business, financial condition, results of operations and prospects.

H Sub-Trust has no direct control over the hotel managers of its hotels.

The financial performance of OUE REIT to a substantial extent depends on the gross operating revenue and gross operating profit of its hotels held through H Sub-Trust. In respect of each of these hotels, the master lessee enjoys, subject to certain limitations, full discretion in the operation of the hotel. Although H Sub-Trust has the right, under certain circumstances, to approve the replacement of the hotel manager under the terms of the master lease agreement, there is no direct contractual relationship between H Sub-Trust and the hotel manager and H Sub-Trust has no direct control over the operations, management, branding or marketing of the hotels. Accordingly, the financial performance of OUE REIT is dependent on the performance of the hotel manager, and H Sub-Trust has no direct control over the operations, management, branding or marketing of the hotels. There is therefore no assurance that OUE REIT's hotels will continue to be operated, managed, maintained, branded or marketed well in the future.

The amount OUE REIT may borrow is limited, which may affect the operations of OUE REIT.

Under the Property Funds Appendix, OUE REIT may borrow up to 45.0% of the value of its deposited property.

Under the consultation paper on "Proposed Amendments to the Leverage Requirements for REITs" published by the MAS on 24 July 2024, the MAS is seeking comments on the proposal to adopt a single aggregate leverage limit of 50% for all REITs and a minimum ICR threshold of 1.5 times.

As at 30 June 2024, OUE REIT had total debt of S\$2.352 billion. The aggregate leverage decreased by 0.1 percentage point to 38.7% as of 30 June 2024. Although OUE REIT's aggregate leverage currently complies with the Property Funds Appendix, there can be no assurance that a future revaluation of the properties may increase OUE REIT's leverage above the prescribed limit. Any fall in OUE REIT's gross revenue or net property income may result in a decreased valuation of the properties.

OUE REIT may, from time to time, require further debt financing to achieve its investment strategy. It may be unable to obtain such additional borrowings if to do so would breach the prescribed borrowing limits.

If OUE REIT incurs additional borrowings, OUE REIT may face adverse business consequences because of this limitation on future borrowings, and these may include:

- an inability to fund capital expenditure requirements in relation to OUE REIT's existing asset portfolio or in relation to OUE REIT's acquisitions to expand its portfolio;
- a decline in the value of OUE REIT's deposited property may cause the borrowing limit to be exceeded, thus affecting OUE REIT's ability to make further borrowings; and
- cash flow shortages which OUE REIT might otherwise resolve by borrowing funds.

OUE REIT's debt could adversely affect its financial health and competitive position.

As at 30 June 2024, OUE REIT had total debt of S\$2.352 billion, of which 86.8% of the debt was unsecured. OUE REIT's borrowings may affect its business by, for example:

- limiting its ability to make distributions;
- increasing its vulnerability to general adverse economic and industry conditions;
- requiring it to dedicate a material portion of its cash flows from operations to make payments on its debt, thereby reducing the availability of cash to fund its operations or make capital expenditures;
- limiting its flexibility in planning for, or reacting to, changes in OUE REIT's business or industry; and
- limiting its ability to borrow additional funds.

Further, OUE REIT's level of borrowings represents a higher level of gearing as compared to certain other types of unit trusts, such as non-specialised collective investment schemes which invest in equities and/or fixed income instruments. If prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make commercial property loans) result in higher interest rates, the interest expense relating to such refinanced indebtedness would increase, thereby adversely affecting OUE REIT's business, financial condition and results of operations.

In addition, the higher level of gearing could affect OUE REIT's ability to make timely interest payments or otherwise comply with applicable debt covenants. Investment risk is known to increase with an increase in gearing or leverage. An increase in gearing or leverage will increase OUE REIT's exposure to the risk of changing economic conditions. For example, in a climate of rising interest rates, the costs of financing OUE REIT's investments (including servicing its indebtedness) will increase and this will adversely affect the Issuers' ability to fulfil its payment obligations under the Securities.

OUE REIT's ability to borrow in the bank or capital markets may be materially adversely affected by a financial crisis in a particular geographic region, industry or economic sector.

OUE REIT's ability to borrow in the bank or capital markets to meet its financial requirements depends on favourable market conditions. Financial crises in particular geographic regions, industries or economic sectors could lead to sharp declines in the currencies, stock markets and other asset prices in those geographic regions, industries or economic sectors, which in turn threaten affected companies, financial systems and economies, and which may also significantly increase the costs of such borrowing. For these or other reasons, OUE REIT may be unable to obtain future financing on favourable terms, or at all, to fund its operations, anticipated capital expenditure and working capital requirements and this could materially and adversely affect its business, results of operations and financial condition.

OUE REIT is subject to interest rate fluctuations.

As at 30 June 2024, 61.0% of the borrowings of the Group are on a fixed rate basis or have been hedged with interest rate swaps. The remaining 39.0% is on a floating rate basis. There is no certainty that the interest rates will not move against OUE REIT. The interest cost to the Group for the floating interest rate debt will be subject to the risks of interest rate fluctuations.

In addition, OUE REIT is, and may in future be, subject to market disruption clauses contained in its loan agreements with banks. Such clauses will generally provide that to the extent that the banks 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 cost of such funds to the borrower, notwithstanding the margins agreed.

OUE REIT may engage in hedging transactions, which can limit gains and increase costs.

OUE REIT may enter into hedging transactions to protect itself or its portfolio from, among others, the effects of interest rate and currency exchange fluctuations on floating rate debt and interest rate and prepayment fluctuations.

These hedging activities may not have the desired beneficial impact on the results of operations or financial condition of OUE REIT. In addition, hedging involves risks and transaction costs, which may reduce overall returns. These costs increase as the period covered by the hedging increases and during periods of rising and volatile interest rates. As a result, OUE REIT's financial condition and results of operations could potentially be adversely affected by interest rate fluctuations, and this may in turn affect the relevant Issuer's ability to fulfil its payment obligations under the Instruments.

The OUE REIT Manager may not be able to successfully implement its investment strategy for OUE REIT.

There is no assurance that the OUE REIT Manager can implement its investment strategy successfully or that it can expand OUE REIT's portfolio at any specified rate or to any specified size. The OUE REIT Manager may not be able to make acquisitions or investments on favourable terms or within a desired time frame.

OUE REIT faces active competition in acquiring suitable properties. OUE REIT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected. Even if OUE REIT were able to successfully acquire property or investments, there is no assurance that OUE REIT will achieve its intended return on such acquisitions or investments. OUE REIT relies on external sources of funding to expand its portfolio, and there is similarly no assurance that such funding will be available on favourable terms, or at all. Since the borrowings that OUE REIT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions are likely to depend largely on OUE REIT's ability to raise equity capital. Potential vendors may negatively view the prolonged time frame and lack of certainty associated with the raising of equity capital to fund any such purchase. They may instead prefer other potential purchasers.

There may be significant competition for attractive investment opportunities from other property investors, including other REITs, commercial property development companies and private investment funds. There is no assurance that OUE REIT can compete effectively against such entities.

Acquisitions may not yield the returns expected, resulting in disruptions to OUE REIT's business and straining of management resources.

OUE REIT's external growth strategy and its asset selection process may not succeed. Such acquisitions involve risks and uncertainties, including (without limitation) failure to complete acquisitions under commercially acceptable terms, difficulties in managing a larger and growing business and optimising the allocation of resources and operational efficiency, and failure to effectively integrate various operating functions. Acquisitions may cause disruptions to OUE REIT's operations and divert management's attention away from day-to-day operations, adversely affecting OUE REIT's business, financial condition and results of operations.

OUE REIT may be exposed to new or increased risks as it expands the range of services and the geographic scope of its business.

OUE REIT may expand into new and/or overseas markets and this may increase OUE REIT's risk profile. There may be operational and currency risks involved in expanding the business overseas. Moreover, by deepening OUE REIT's presence in new markets, this may further increase its exposure to the compliance risks and the credit and market risks specific to these markets. There are inherent risks attached to the diversification strategy that OUE REIT currently employs a diversified portfolio deepens opportunities but also elevates risk exposure.

Furthermore, real estate laws differ from country to country and OUE REIT may incur expenses necessary to address any regulatory requirements that may be required in these new markets. There may be risks associated with OUE REIT's new services and businesses for which OUE REIT has limited or no experience. As a result, OUE REIT's risk management systems may prove to be insufficient and may not be effective in all cases or to the degree required. There can be no assurance that such expansion will not have a material adverse effect on OUE REIT's business, financial condition, results of operations and prospects.

In addition, OUE REIT's business in these countries may not always enjoy the same level of legal rights or protection that it is afforded in countries where it currently operates. There is a risk that OUE REIT will not be able to repatriate the income and gains derived from investments in real estate and other assets in these foreign countries.

Further, more stringent or onerous real estate laws may be adopted in the future in the countries where OUE REIT may operate its business, and that may restrict OUE REIT's ability to operate its business. The risk profile of OUE REIT may therefore encompass the risks involved in each of the countries or businesses that OUE REIT operates. The business, financial condition, and performance or prospects of OUE REIT may be adversely affected by any of such risks. Adverse economic and/or property and property-related developments in the countries where OUE REIT operates its business may also have a material adverse effect on its performance.

Renovation or redevelopment works or physical damage to any of OUE REIT's properties may disrupt their operations and revenue.

The quality and design of OUE REIT's properties have a direct influence over the demand for their space and rental rates. OUE REIT's properties may need to undergo renovation or redevelopment works from time to time to retain their competitiveness and may also require unforeseen ad hoc maintenance or repairs for faults or problems that may develop or are required by new planning laws or regulations. The costs of maintaining buildings and the risk of unforeseen maintenance or repair requirements increase over time with age. The business and operations of OUE REIT's properties may suffer some disruption and it may not be possible to collect the full or any rental income on space affected by such renovation or redevelopment works.

There can be no assurance that any redevelopment works will be completed on time as planned and within budget. The counterparty may also fail to deliver and/or perform its obligations in connection with any redevelopment works, thus resulting in delay or failed completion. Although the OUE REIT Manager has sought to mitigate some of the financial risks associated with the redevelopment works such as obtaining performance bonds and providing for liquidated damages for delay in the relevant contract, there is no assurance that the counterparty will be able to perform its obligations.

There is no guarantee that the OUE REIT Manager will be able to secure tenants or obtain a favourable rental rate for the properties owned by OUE REIT upon completion of any redevelopment. In the event that the redevelopment works do not complete on time and within budget as planned and/or the OUE REIT Manager fails to secure tenants or obtain a favourable rental rate, the financial condition and results of operations of OUE REIT may be adversely affected.

In addition, physical damage resulting from fire or other causes may lead to a significant disruption to the business and operations of affected properties and, together with the foregoing, may cause unbudgeted costs and a material and adverse impact on the financial condition and results of operations of OUE REIT.

The OUE REIT Manager's strategy to initiate asset enhancement on some of OUE REIT's properties from time to time may not materialise.

The OUE REIT Manager may, from time to time, initiate asset enhancement on some of OUE REIT's properties. There is no assurance that such plans for asset enhancement will materialise, or if they do materialise, they may not achieve their desired results or may incur significant costs. The proposed enhancements are also subject to OUE REIT obtaining the approvals of the relevant authorities. The OUE REIT Manager may not be able to carry out the proposed works within a desired timeframe, and any benefit or return which may arise may be reduced or lost. Despite the significant costs that may have been incurred, such properties may still be unable to attract new tenants or retain existing tenants and pre-committed tenants may default on their pre-commitment obligations. This may adversely affect the financial condition and results of operations of OUE REIT, which may in turn affect the relevant Issuer's ability to fulfil its payment obligations under the Instruments.

Moreover, OUE REIT is exposed to general risks associated with the development and asset enhancement works on the properties owned by it. Such risks may include, amongst others, force majeure events, changes to governmental policies, untimely or unsatisfactory quality of services rendered by independent third-party contractors. These projects may also be subject to delays in completion or cost overruns beyond project estimates due to several factors, including disputes with the contractors and suppliers, industrial accidents, work stoppages arising from accidents at the worksite, and shortage of labour, equipment and construction materials. Difficulties in obtaining any requisite licences, permits, allocations or authorisations from regulatory authorities could also increase the cost, or delay the construction or opening of new developments. Such delays and cost overruns could have an adverse effect on OUE REIT's financial condition and results of operations.

To carry out these works, OUE REIT engages and relies on third-party contractors to carry out its development and asset enhancement works. Major third-party contractors may experience financial or other difficulties which may affect their ability to carry out construction or related works, thus increasing the risk of delays in the completion of development projects, or the inability to continue with the project. This may result in additional costs to OUE REIT as OUE REIT will need to engage other third-party contractors to complete the remaining works.

OUE REIT depends on certain key personnel and losing any key personnel may adversely affect its operations.

OUE REIT's performance depends, in part, upon the continued service and performance of the executive officers of the OUE REIT Manager. If these key personnel were to leave, the OUE REIT Manager will need to spend time searching for replacements and OUE REIT's operations under the purview of these key personnel may be affected. Losing these individuals could have a material adverse effect on the business, financial condition and results of operations of OUE REIT.

OUE REIT and H Sub-Trust may be unable to comply with the terms of certain tax rulings, which may also be subject to revocation or amendment.

OUE REIT has obtained tax rulings from the IRAS on the taxation of certain income from OUE Bayfront and OUE Downtown office and on the Singapore taxation of dividend income received from the British Virgin Islands holding company for the Lippo Plaza. H Sub-Trust has also obtained a tax transparency ruling in respect of distributions of its taxable income. These tax rulings have been granted to OUE REIT and H Sub-Trust on stipulated terms and conditions, which include a requirement for the OUE REIT Trustee and the OUE REIT Manager to take reasonable steps necessary to safeguard the IRAS against the loss of tax as a result of these tax rulings and to comply with all administrative requirements to ensure ease of tax administration.

The IRAS may also revoke or amend the rulings at any time. If any of the tax rulings are revoked or if OUE REIT cannot comply with the stipulated conditions, OUE REIT may lose the benefit of the tax rulings and be subject to increased taxation.

The tax rulings were granted based on factual representations made to the IRAS, and if actual facts differ from those represented to the IRAS, or where there is a subsequent change in the tax laws or conditions imposed, the tax rulings may not apply and OUE REIT may be subject to increased taxation.

Potential competition may arise between OUE REIT and OUE Limited.

OUE Limited is a diversified real estate owner, developer and operator with businesses across the commercial, retail, hospitality and residential property segments.

While OUE Limited has given OUE REIT and H Sub-Trust rights of first refusal over its assets as described in "Business and Properties of the Group-Sponsor ROFR", as demonstration of its commitment to OUE REIT and mitigation of any potential conflict of interests, competition may arise between OUE REIT and OUE Limited and/or its affiliates in relation to any future acquisition of additional properties or property-related investments or in relation to competition for tenants. Any such competition may have a material adverse effect on the business, financial condition and results of operations of OUE REIT.

The rights of first refusal granted by OUE Limited will be terminated if OUE Limited and/or any of its related corporations cease to be the controlling shareholder of the OUE REIT Manager.

The rights of first refusal granted by OUE Limited to OUE REIT and H Sub-Trust over its assets are subject to conditions. If (i) OUE Limited and/or any of its related corporations, alone or in aggregate, cease to remain as a controlling shareholder of the OUE REIT Manager or (ii) OUE Limited and/or any of its related corporations, alone or in aggregate, cease to remain as a controlling unitholder of OUE REIT, these rights of first refusal will be terminated. This may adversely affect OUE REIT's pipeline of future acquisitions.

If the OUE REIT Manager's capital market services licence for REIT management ("CMS Licence") is cancelled or the authorisation of OUE REIT as a collective investment scheme under Section 286 of the SFA is suspended, revoked or withdrawn, the operations of OUE REIT will be adversely affected.

The CMS Licence issued to the OUE REIT Manager is subject to conditions and is valid unless otherwise cancelled. If the OUE REIT Manager fails to satisfy or comply with these conditions, the CMS Licence of the OUE REIT Manager may be cancelled by the MAS, and the operations of OUE REIT will be adversely affected, as the OUE REIT Manager could no longer act as the manager of OUE REIT. OUE REIT would need to expend time and resources searching for a replacement manager and the operations of OUE REIT may accordingly be adversely affected, which may in turn affect the Issuers' ability to fulfil its payment obligations under the Securities.

OUE REIT was authorised as a collective investment scheme on 17 January 2014 and must comply with the requirements under the SFA and the Property Funds Appendix. If the authorisation of OUE REIT is suspended, revoked or withdrawn, its operations will also be adversely affected.

OUE REIT may from time to time be subject to legal proceedings and government proceedings.

Legal proceedings against OUE REIT and/or its subsidiaries relating to property management, disputes over tenancies and/or other matters may arise from time to time. There can be no assurance that OUE REIT and/or its subsidiaries will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operations or cash flow of OUE REIT. Any disputes arising in the future may also damage OUE REIT's reputation, increase its operational costs or divert time and other resources from the business.

OUE REIT and its subsidiaries are regulated by various government authorities and regulations. If any government authority believes that OUE REIT and/or its subsidiaries or any of its or their respective tenants do not comply with the regulations, it could shut down the relevant non-compliant entity or delay the approval process, refuse to grant or renew the relevant approvals or licences, institute legal proceedings to seize OUE REIT's properties, enjoin future action or (in the case of OUE REIT and/or its subsidiaries not complying with the regulations) assess civil and/or criminal penalties against OUE REIT, its subsidiaries and/or their respective officers or employees. Any such action by the government authority would have a material adverse effect on the business, financial condition and results of operations and/or cash flow of OUE REIT.

Occurrence of any acts of God, natural disasters, severe environmental pollution, war and terrorist attacks may materially and adversely affect the business and operations of OUE REIT's properties.

Acts of God, such as natural disasters, and severe environmental pollution (including severe smog), are beyond the control of OUE REIT or the OUE REIT Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. OUE REIT's business, financial condition and results of operations may be adversely affected should such acts of God or environmental pollution occur. There is no assurance that any war, 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 operations of OUE REIT's properties. In addition, physical and structural damage to OUE REIT's properties resulting from fire, earthquakes or other acts of God may require expenses to repair the damage caused or lead to a significant disruption to the business and operations of OUE REIT's properties. This may then result in an adverse impact on the business, financial condition and results of operations of OUE REIT.

Outbreak of infectious diseases or any other serious public health concerns in Singapore and elsewhere could adversely impact the performance of OUE REIT's financial condition, business and results of operations.

OUE REIT's business and the businesses of its tenants could be adversely affected by the risks, or the public perception of the risks, related to an epidemic, pandemic, outbreak, or other public health crisis, such as Avian Flu, Severe Acute Respiratory Syndrome, Middle East Respiratory Syndrome, the Zika virus and the recent outbreak of the Covid-19 Coronavirus. The risk, or public perception of the risk, of a pandemic or media coverage of infectious diseases could cause customers to avoid hospitality properties, and with respect to OUE REIT's properties generally, could cause temporary or long-term disruptions in its tenants' supply chains and/or delays in the delivery of its tenants' inventory. Moreover, an epidemic, pandemic, outbreak or other public health crisis, such as the Covid-19 Coronavirus, could cause the on-site employees of OUE REIT's tenants to avoid the tenants' properties, which could adversely affect the tenants' ability to adequately manage their businesses. Risks related to an epidemic, pandemic or other health crises, such as the Covid-19 Coronavirus and other infectious diseases mentioned above, could also lead to the complete or partial closure of one or more of OUE REIT's tenants' facilities or stores. Such events could adversely impact OUE REIT's tenants' occupancy, sales and/or cause the temporary closure of the tenants' businesses, which could severely disrupt their operations and the rental revenue OUE REIT generates from its leases with them. The ultimate extent of the impact of any epidemic, pandemic or other health crisis on OUE REIT's business, financial condition and results of operations will depend on future developments, which are highly uncertain and cannot be predicted, including new

information that may emerge concerning the severity of such epidemic, pandemic or other health crisis and actions taken to contain or prevent their further spread, among others. These and other potential impacts of an epidemic, pandemic or other health crisis, such as Covid-19 Coronavirus and other infectious diseases mentioned above, could therefore adversely affect OUE REIT's business, financial condition and results of operations.

A future outbreak of an infectious disease or any other serious public health concern in Singapore and elsewhere may also cause reduced occupancy rates, RevPAR and demand for OUE REIT's properties and harm its business. There is no assurance as to how these infectious diseases will affect the overall business climate of OUE REIT in Singapore and elsewhere.

There is no assurance that OUE REIT can leverage OUE Limited's experience in operating OUE REIT's properties or OUE Limited's experience in the management of REITs.

If OUE Limited transfers or disposes of its units in OUE REIT or its shares in the OUE REIT Manager, OUE REIT may no longer leverage on:

- OUE Limited's experience in the ownership and operation of commercial and hospitality properties;
- OUE Limited's financial strength, market reach and network of contacts to further its growth; and
- OUE Limited's experience in the management of REITs.

In such an event, OUE REIT may not benefit from the range of corporate services available to owners of properties managed by OUE Limited. This may have a material and adverse impact on OUE REIT's business, financial condition and results of operations.

The termination or retirement of the OUE REIT Manager and/or the OUE REIT's property managers could have an adverse effect on the financial condition and results of operations of OUE REIT.

The OUE REIT Manager is responsible for, among other things, formulating and executing OUE REIT's investment strategy and making recommendations to the OUE REIT Trustee on the acquisition and disposal of commercial assets. OUE Commercial Property Management Pte. Ltd. has been appointed as property manager of properties owned by OUE REIT. OUE Property Management Pte. Ltd. has been appointed as property manager for Mandarin Gallery. The property managers are wholly-owned subsidiaries of OUE Limited. As such, OUE REIT's business, financial condition and results of operations will depend on the performance of the OUE REIT Manager and the respective property managers.

Under the OUE REIT Trust Deed, the OUE REIT Manager may be removed by the OUE REIT Trustee upon certain events, including the passing of a resolution by a majority consisting of over 50.0% of the total number of votes (with no participants being disenfranchised) at a meeting of unitholders duly convened and held. Under the applicable master property management agreements, the OUE REIT Trustee or the OUE REIT Manager may also terminate the appointment of a property manager on certain specified events, including the liquidation or cessation of business of the property manager. Upon the retirement and/or removal of the OUE REIT Manager and/or a property manager, the replacement of the manager of OUE REIT and/or a local property manager of OUE REIT's properties generally on satisfactory terms may not occur promptly, and may adversely affect the business, financial condition and results of operations of OUE REIT. In addition, resignation or termination of the existing local property manager in relation to Lippo Plaza without a timely and competent replacement may adversely affect the results of operations of OUE REIT's share of strata ownership of Lippo Plaza and, in turn, OUE REIT.

OUE REIT's investment strategy may entail a higher level of risk as compared to other types of unit trusts with a more diverse range of investments.

OUE REIT's principal investment strategy of investing, directly or indirectly, in income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs, and/or hospitality or hospitality-related purposes, as well as real estate-related assets, will subject OUE REIT to risks inherent in concentrating in real estate. The level of risk could be higher as compared to other types of unit trusts with a more diverse range of investments in other sectors.

A concentration of investments in real estate exposes OUE REIT to the risk of a downturn in the commercial property markets in countries where properties held by OUE REIT are located, stemming from an economic slowdown in either or all of these areas, in addition to a broader global economic slowdown and other non-economic factors. The renewal of leases in OUE REIT's properties will depend, in part, upon the success of the tenants. Any economic downturn may cause higher levels of non-renewals of leases or vacancies as a result of failures or defaults by tenants or the market pressures exerted by an increase in available commercial space. There can be no assurance that the tenants of OUE REIT's properties will renew their leases or that the new lease terms will be as favourable as the existing leases. If a tenant does not renew its lease, a replacement tenant or tenants would need to be identified, which could subject OUE REIT's properties to periods of vacancy and/or costly refittings, during which periods OUE REIT could experience reductions in rental income. Such downturns may lead to a decline in occupancy for properties or real estate-related assets in OUE REIT's portfolio. This will affect OUE REIT's rental income from OUE REIT's properties, and/or result in a decline in the capital value of OUE REIT's portfolio, which will have an adverse impact on the business, financial condition and results of operations of OUE REIT.

The OUE REIT Manager may change OUE REIT's investment strategy.

OUE REIT's policy with respect to certain activities, including investment and acquisitions, will be determined by the OUE REIT Manager. OUE REIT's principal investment strategy is to invest, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs, and/or hospitality or hospitality-related purposes, as well as real estate-related assets. The OUE REIT Manager may change OUE REIT's investment strategy without the approval of holders of OUE REIT Units, and the OUE REIT Manager has wide powers to invest in other types of assets, including any real estate, real estate-related assets, as well as listed and unlisted securities in Singapore and other jurisdictions. There are risks and uncertainties with respect to the selection of investments and with respect to the investments themselves.

OUE REIT may be exposed to various types of taxes in Singapore and other jurisdictions where its properties are located.

The income and gains derived by OUE REIT, directly or indirectly, from its properties may be exposed to various types of taxes in Singapore and other jurisdictions where its properties are located. These include but are not limited to income tax, withholding tax, capital gains tax and other taxes specifically imposed for the ownership of such assets. While the OUE REIT Manager intends to manage the taxation in each country efficiently, there can be no assurance that the desired tax outcome will be achieved. In addition, the level of taxation in each country is subject to changes in laws and regulations and such changes, if any, may lead to an increase in tax rates or the introduction of new taxes. All these factors may adversely affect the ability of OUE REIT to fulfil its payment obligations under the Securities.

Further, any increase in GST in Singapore or overseas markets where OUE REIT's properties are located could have a negative impact on the retail market, which may result in the loss of tenants for the properties of OUE REIT that comprise or include retail malls. This in turn may reduce the Gross Rental Income and have an adverse effect on OUE REIT's financial condition and results of operations.

The accounting standards which OUE REIT is subject to may change.

OUE REIT may be affected by new or revised accounting standards. Accounting standards in the countries where OUE REIT operates are subject to change as they are further aligned with international accounting standards. The financial statements of OUE REIT may be affected by such revised accounting standards. The extent and timing of these changes in accounting standards are currently unknown and subject to confirmation by the relevant authorities.

OUE REIT has not quantified the effects of these proposed changes and there can be no assurance these changes will not:

- have a significant impact on the presentation of OUE REIT's financial statements;
- have a significant impact on OUE REIT's results of operations;

- have an adverse effect on the ability of OUE REIT to carry out its investment strategy; or
- have a material and adverse effect on the business, operations, results of operations and financial position of OUE REIT.

Changes in OUE REIT's credit ratings could materially adversely affect the price of the Instruments or OUE REIT's financial condition.

Credit rating agencies periodically review and update their ratings for the companies that they follow, including OUE REIT, and no assurance can be given that any rating will not be changed or withdrawn by a rating agency in the future if, in its judgment, circumstances warrant. The credit rating agencies also evaluate OUE REIT's industry as a whole and may change their credit rating for OUE REIT based on their overall view of OUE REIT's industry. Moreover, such credit ratings are not recommendations to buy, sell or hold the Instruments or any other securities. If any credit rating agencies downgrade OUE REIT's credit ratings or otherwise indicate that its outlook for a rating is negative, it could have a material adverse effect on the market price of the Instruments and OUE REIT's costs and availability of capital, which could in turn have a material adverse effect on OUE REIT's financial condition, liquidity and results of operations and the Issuers' ability to satisfy their debt service obligations (including payments on the Instruments).

RISKS RELATING TO OUE REIT'S INDUSTRIES

OUE REIT's hospitality and hospitality-related businesses held through H Sub-Trust are susceptible to cyclical and other factors outside its control.

The hospitality and hospitality-related businesses are cyclical and sensitive to external and economic changes. There are several factors common to the regional hospitality and hospitality-related industries and are wholly or partly beyond the control of OUE REIT, H Sub-Trust and the OUE REIT Manager. These factors, which could affect the financial performance of OUE REIT, include but are not limited to:

- the condition of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as the political landscape, environmental conditions and viral epidemics may cause reduced occupancy rates, RevPAR and demand;
- increases in transportation or fuel costs, increased threat of terrorism, terrorist events, aviation-related strikes, hostilities between countries, increased risk of natural disasters and/or adverse weather conditions such as smog from forest fires that may affect travel patterns and reduce the number of business and commercial travellers and tourists in Singapore or any other countries where OUE H Sub-Trust's hospitality and hospitality-related operations may be located;
- unexpected increase in new supply in the markets which OUE H Sub-Trust operates, which could adversely affect the occupancy levels and revenue of its hotels or future hospitality and/or hospitality-related assets of OUE H Sub-Trust;
- changes in OUE H Sub-Trust's relationships with, and the performance and reputation of the master lessees, the property manager and/or the hotel managers;
- the nature and length of stay of hotel guests, who typically stay short-term and provide no assurance of long-term occupancy for hotel rooms, which may be affected by:
 - seasonality patterns in tourism arrival numbers throughout the year;
 - decrease in longer-term business travel and corporate executives requiring mid-to long-term accommodation;
 - frequency of events or conferences near OUE H Sub-Trust's hospitality assets;
 - slowdown in tourism, business and conferences affecting the length of a traveller's stay;
 - difficulties in identifying hospitality and hospitality-related assets to acquire and difficulties in completing and integrating acquisitions;

- unfavourable publicity involving OUE H Sub-Trust's hospitality assets and the reputation and standing of their service providers, such as restaurants;
- dependence on business, commercial and leisure travel and tourism, which may fluctuate and tend to be seasonal and are subject to the adverse effects of national and international market conditions, all of which may affect the length of a traveller's stay;
- the provision of existing or planned amenities and transportation infrastructure near its hotels and/or future hospitality and hospitality-related assets of OUE H Sub-Trust; and
- withdrawal, suspension or non-renewal of the licences required for operations, or the imposition of penalties as a result of any infringement or non-compliance with these licences or relevant laws and regulations, such as the Hotels Act and the Innkeepers Act of Singapore, under which hotels in Singapore are required to be licensed.

The hospitality industry is service-oriented and OUE REIT may be adversely affected if it is unable to compete effectively for skilled hospitality employees.

The hospitality industry is a service-oriented industry and is very labour intensive. Competitors may compete aggressively for skilled hospitality employees, which would increase the operating cost of OUE REIT's hotels. In addition, changes in foreign labour regulations may impact the availability of hospitality staff and increase the operating costs of its hotels. A shortage of manpower and compressed work procedures may translate to lower service quality, which may in turn affect guests' lodging experience and lead existing customers to prefer alternative accommodation from competitors of OUE REIT's hotels.

OUE REIT's hospitality portfolio is exposed to various operational risks.

OUE REIT's hotels are affected by occupancy and room rates, their ability to manage costs (including increases in labour costs), the success of their food and beverage operations and the change in the number of available hotel rooms through acquisition, development and disposition. The ability to manage costs could be adversely impacted by increases in energy, natural resources, healthcare, insurance and other operating expenses, resulting in lower operating margins. OUE REIT's hotels use significant amounts of electricity and other forms of energy, substantial increases in the cost of energy in the markets where OUE REIT operates could also negatively impact operating results of its hospitality assets.

The effectiveness of OUE REIT hotels' central procurement system could affect the food costs and quality. In addition, health incidents could adversely affect food and beverage sales and result in temporary suspension of restaurants and food and beverage outlets' operations. These could affect the success of the hotels' food and beverage operations and the reputation of OUE REIT's hotels.

An increase in the use of third-party intermediaries for online hotel reservations may adversely affect OUE REIT's business, financial condition and results of operations.

OUE REIT's hotel rooms are likely to be booked through internet travel intermediaries such as Booking.com and Expedia.com. Such intermediary platforms may be able to obtain reduced room rates or other contract concessions for their customers, while simultaneously earning commission for providing these services. If sales made through these Internet intermediaries increase significantly, it is plausible that overall revenue will decrease, adversely affecting OUE REIT's business, financial condition and results of operations.

Downturns in the retail industry will likely have a direct impact on OUE REIT's revenues and cash flow.

OUE REIT's financial performance is linked to economic conditions in the Singapore market for retail space generally. The demand for retail space in Singapore could be adversely affected by a downturn in national and regional economies, decline in tourism in Singapore, increased consumer preference for online shopping, changes in laws and regulations affecting retail industry (including without limitation changes in taxation and zoning laws) and higher cost of operating generally.

To the extent that any of these factors occur, they are likely to impact market rental rates for retail space which will then affect the financial condition and results of operations of OUE REIT and the valuation of its assets.

The retail industry is subject to changing trends and OUE REIT's success is dependent upon the ability of its retail tenants to supply goods responsive to such changes.

The retail industry is subject to changing trends in consumer preferences. The selection and timing of merchandise purchases is crucial. The success of tenants in OUE REIT's retail properties is largely contingent on their ability to anticipate these trends and to cater to the tastes of their customers. Incorrect forecasting of future demand could result in an excess or shortage of inventory, which could lead to higher interest charges, price reductions or write-downs on slow-moving or excess stock and the risk of alienating consumers who might then seek alternative shopping experiences. In addition, retail tenants may suffer a loss of profits if the products they offer are superseded by more modern or popular merchandise and if the increasing speeds of innovation result in significant liabilities to these tenants in the form of obsolete stock that is quickly outdated and difficult to sell. In these circumstances, OUE REIT may be exposed to the risk of tenant default under its lease agreements and damage to the image of its retail properties, which will adversely affect the business, financial condition, results of operations and prospects of OUE REIT.

OUE REIT may be affected if office decentralization or wider adoption of flexible work arrangements decreases or continues to decrease demand for prime office space

The Covid-19 Coronavirus pandemic has resulted in increased demand for decentralized office space and wider adoption of flexible work-from-home arrangements in urban areas. Office tenants may also reassess their long-term physical space needs as a result of trends arising out of the Covid-19 Coronavirus 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 OUE REIT's 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 OUE REIT's commercial properties and integrated developments. Any of the foregoing may result in an adverse effect on the businesses, financial condition and results of operation of OUE REIT.

RISKS RELATING TO CERTAIN PROPERTIES

OUE Tower has been gazetted for conservation, which may reduce OUE REIT's ability to optimise use of OUE Bayfront.

OUE Bayfront is comprised in part of OUE Tower, which has been gazetted for conservation and is subject to the conservation guidelines and policies of the Urban Redevelopment Authority and other relevant governmental authorities. These requirements restrict OUE REIT's ability to demolish, alter or add to the building comprising OUE Tower, which may prevent OUE REIT from maximising income derived from OUE Bayfront.

There is no assurance that an extension or new leasehold title to OUE Link will be granted.

OUE Link, which is held under a leasehold title of 15 years commencing 26 March 2010, has a remaining leasehold tenure of approximately five years.

OUE REIT may have to incur certain costs to obtain an extension or grant of a new leasehold title to OUE Link. If OUE REIT cannot obtain an extension or grant of a new leasehold title to OUE Link on commercially acceptable terms or at all, OUE REIT must surrender OUE Link to the lessor, namely the President of the Republic of Singapore and/or his successors in office, upon expiration of the lease. This will have an adverse effect on the net income of OUE REIT.

The underlying land use right of Lippo Plaza will expire in 2044 and if an extension to the land use right is sought and obtained (and there can be no assurance that such extension will be obtained as there are no precedents of such extension), there is uncertainty about the quantum of land grant premium which OUE REIT must pay and additional conditions which may be imposed.

Lippo Plaza is directly held under the land use right granted by the PRC government, which will expire in 2044. Notwithstanding the possibility of applying for renewal of such land use right, there is the risk that such land use right may revert to the State upon expiry. If an application for extension is granted, the land user may be required to, among other things, pay a land grant premium for the renewed land use right. If no application is made, or such application is not granted, it is possible that Lippo Plaza may be disposed of in accordance with the land use right grant contract. There is uncertainty about the quantum

of land grant premium which OUE REIT will have to pay and additional conditions which may be imposed in the event that an extension to the land use right for Lippo Plaza is sought and obtained. There is no assurance that OUE REIT will be able to obtain an extension to the land use right. There is the risk that Lippo Plaza may revert to the PRC government in the event that the extension is not granted, and OUE REIT would no longer own or derive income from Lippo Plaza and this, along with other factors, may affect the business, financial condition and results of operations of OUE REIT.

There is no assurance that new leasehold title to OUE REIT's hotels will be granted.

The leasehold title to Hilton Singapore Orchard and Mandarin Gallery, which is held under a single title through H Sub-Trust, is for 99 years commencing from 1 July 1957.

The leasehold title to Crowne Plaza Changi Airport, which is held under a single title through H Sub-Trust, is for 74 years commencing from 1 July 2009.

H Sub-Trust may have to incur a substantial cost to obtain a new leasehold title to its hotels. If H Sub-Trust cannot obtain a new leasehold title to its hotels on commercially acceptable terms or at all, H Sub-Trust must surrender its hotels to the respective lessors, upon expiration of the lease. Further, the respective lessors may terminate the land lease for its hotels if there is a breach of its terms.

Losing the master lessees, or a downturn in the business of the master lessees or any breach by the master lessees of their obligations under the master lease agreements could have an adverse effect on the financial condition and results of operations of OUE REIT.

OUE REIT's hospitality assets are held through H Sub-Trust and are entirely leased to the master lessees through master lease agreements. H Sub-Trust is dependent upon rental payments from the master lessees. The master lessees will contract with the hotel managers to manage H Sub-Trust's hospitality and hospitality related assets. OUE REIT's financial condition and results of operations will therefore depend substantially upon the master lessees' ability to make timely rental payments under the master lease agreements.

The financial condition and results of operation of OUE REIT may be adversely affected by the bankruptcy, insolvency or downturn in the business of the master lessees. The performance of the master lessees and their ability to pay rent under the master lease agreements may be affected by factors beyond their control, such as changes in general economic conditions, the level of demand for its hotels, the performance of the hotel managers, competition in the hospitality and hospitality-related industries, and other factors relating to the operations of its hotels.

If the master lessees terminate or default on the master lease agreements or do not renew the master lease agreements on expiry, the financial performance of OUE REIT may be materially and adversely affected, and the replacement of a master lessee on satisfactory terms may not be carried out in a timely manner or at all.

The head lease of Crowne Plaza Changi Airport may be required to be terminated or surrendered and H Sub-Trust may not receive any or adequate compensation for such termination or surrender.

Crowne Plaza Changi Airport is located in close proximity to Changi Airport and is subject to the head lease issued by the President of the Republic of Singapore and Civil Aviation Authority of Singapore ("CAAS") to the lessor (Changi Airport Group (Singapore) Pte. Ltd.). With the various consents and development approvals obtained currently, it is not anticipated that the future development of Changi Airport and its surrounding areas would impact Crowne Plaza Changi Airport or result in the head lease of Crowne Plaza Changi Airport being terminated.

If the head lease of Crowne Plaza Changi Airport is terminated by the President of the Republic of Singapore or CAAS, the lessor is entitled to terminate its lease with the H Sub-Trust. In such event, the lessor shall, out of any compensation that it may receive, pay to H Sub-Trust a proportion thereof which is attributable to H Sub-Trust. The proportion of the compensation payable to the H Sub-Trust to be valued by an independent valuer. In addition, the lessor is to use reasonable endeavours to consult with and take into consideration the H Sub-Trust's reasonable requests as well as give H Sub-Trust a reasonable opportunity to make representations to the lessor and the President of the Republic of Singapore and/or (as the case may be) CAAS.

The lessor is also entitled to require H Sub-Trust to surrender any portions of the Crowne Plaza Changi Airport which may be required for the efficient and effective operation of Changi Airport. In such event, H Sub-Trust is to be paid a compensation for an amount equivalent to the fair market value of the portion of Crowne Plaza Changi Airport is required to be surrendered, and such amount is to be agreed on between the lessor and H Sub-Trust or otherwise to be determined by a reputable valuer.

If the head lease of Crowne Plaza Changi Airport is terminated or surrendered, the financial performance of OUE REIT may be materially and adversely affected.

Portions of Hilton Singapore Orchard and Mandarin Gallery are within the railway protection and safety zone, and certain activities may not be carried out in such zone unless the prior approval of the Land Transport Authority of Singapore (the “LTA”) is obtained.

Portions of Hilton Singapore Orchard and Mandarin Gallery are within the railway protection and safety zone, and the prior approval of the LTA is required before restricted activities may be carried out therein. Restricted activities include the movement or operation of any crane, piling equipment, excavator or any other mechanical equipment or vehicle, the storing or placing of any goods, materials or substances, and the erection of sheds, shelters, tents, scaffolding, maintenance towers, hoardings or other similar temporary structures. There is no guarantee that the LTA's permission can be obtained if the OUE REIT Manager needs to carry out any restricted activity, which may affect the ability of H Sub-Trust to carry out asset enhancement or other development or rectification works on Hilton Singapore Orchard and/or Mandarin Gallery.

Hilton Singapore Orchard and Mandarin Gallery are affected by lines of road and tunnel road reserves.

Such lines of road and tunnel road reserves indicate the extent of the safeguarded roads and tunnels affecting Hilton Singapore Orchard and Mandarin Gallery. While the road line plan obtained from the LTA shows the lines of road reserve and tunnel road reserve, it does not quantify them. The explanatory notes to the road line plan explain that these lines could be applicable when there is a development or redevelopment of Hilton Singapore Orchard and/or Mandarin Gallery or as and when works must be carried out by the authorities.

Legal proceedings may arise in connection with the easement rights granted by the original lessee of the land on which Hilton Singapore Orchard and Mandarin Gallery are situated and its neighbouring land.

The land on which Hilton Singapore Orchard and Mandarin Gallery are situated, and its neighbouring land, each enjoys and is subject to easement rights over and against the other. These easement rights were granted by the original lessee of the land and the neighbouring land. Historically, the rights of use have not been strictly adhered to by all parties. H Sub-Trust cannot exclude the possibility of proceedings arising in connection with the easement rights, which will likely be claims for damages. Any damages that H Sub-Trust may be required to pay may adversely affect OUE REIT's financial condition and results of operations.

RISKS RELATING TO THE PRC

OUE REIT may be exposed to risks associated with exchange rate fluctuations and changes in foreign exchange regulations and monetary and foreign exchange policies.

The revenue received from OUE REIT's share of strata ownership of Lippo Plaza is in Renminbi. The value of Renminbi against foreign currencies fluctuates and is affected by changes in the PRC, in the PRC government's monetary and foreign exchange policies and international political and economic conditions and by many other factors. One such risk is the translation risk when accounting for these investments in its financial statements. These risks are inherent in OUE REIT's business and cannot be entirely eliminated. Accordingly, OUE REIT is exposed to risks associated with exchange rate fluctuations which may adversely affect OUE REIT's results of operations.

Conversion of Renminbi is subject to strict government regulation in the PRC. Under the existing foreign exchange regulations in the PRC, the PRC company directly owning Lippo Plaza can pay dividends in foreign currencies without prior approval from the State Administration of Foreign Exchange by complying with certain procedural requirements. However, there is no assurance that the policies regarding payment of dividends in foreign currencies will continue. OUE REIT may also be subject to the imposition or tightening of exchange control or repatriation restrictions, and may encounter difficulties or delays in the receipt of its proceeds from divestments and dividends due to the existence of such restrictions in the jurisdictions in which it operates in future. In this case, if approvals are required or there are delays in granting or a refusal to grant any such approval, or a revocation or variation of consents granted before the investments being made, or if new restrictions are imposed, this may adversely affect OUE REIT's investments.

The PRC government has implemented property control measures in relation to the PRC property market.

Increasing speculation in the PRC property market may cause rapid increases in property prices. To discourage speculation in the PRC property market, the PRC government has implemented various control measures.

So far, the PRC government emphasises regulating investments in the residential property market given this relates closely to people's livelihoods. While these regulations and policies have no material impact on the commercial property market from a legal viewpoint, more funds may turn to the commercial property market and cause it to overheat as investments in residential property are burdened by these regulations and policies. In such cases, there is no assurance that the PRC government will not extend such control measures to regulate commercial properties. Although various control measures should promote more balanced property developments in the long term, these measures could adversely affect the development and sales of OUE REIT's properties or any later acquisition of properties in the PRC. In addition, there is no assurance that the PRC government will not introduce additional measures from time to time to regulate the growth of the PRC property market. The continuation of the existing measures and the introduction of any new measures may materially and adversely affect OUE REIT's business, financial condition and results of operations.

OUE REIT is subject to extensive PRC regulatory control on foreign investment in the real estate sector.

The PRC government has promulgated several regulations and rules regulating foreign investment in the real estate sector.

Under the Circular on Strengthening Administration of Approval and Filing of Foreign Investment in Real Estate Industry (Shang Ban Zi Han 2010 No. 1542) issued by the General Office of the Ministry of Commerce of the PRC on 22 November 2010, real estate enterprises funded by foreign capital may not purchase and resell real estate properties in the PRC that are either completed or under construction for arbitrage purposes. There can be no assurance that the PRC government will not deem any transaction of real properties or any transfer of equity in real estate companies as arbitrage through transaction of real estate. The regulation is believed to be aimed at controlling inflow of foreign capital by curtailing the practices of reselling properties for arbitrage adopted by some foreign investors, which indicates that the PRC government has been imposing stricter policies on foreign investment in the real estate industry.

While OUE REIT has obtained all necessary approvals and consents from the PRC authorities for acquiring its share of strata ownership of Lippo Plaza, there is also no assurance that the PRC government will not implement additional restrictions on foreign investment in the real estate industry and purchases and sales of real estate properties by foreign investors.

Delay by the PRC tax authorities in assessing taxes could affect the business, financial condition, results of operations and cashflow of OUE REIT.

As Renminbi proceeds originating from OUE REIT's share of strata ownership of Lippo Plaza can only be converted into foreign exchange and be remitted offshore after full payment of taxes evidenced by tax record forms for remittance issued by the PRC tax authorities, if the tax record forms for remittance cannot be obtained from the PRC tax authorities promptly, OUE REIT's business, financial condition, results of operations and cashflow will be adversely affected.

Interpretation of the PRC laws and regulations involves uncertainty.

The taxation and real estate laws and in particular, the laws relevant to the rights of foreign investors and the entities through which they may invest are often unclear in the PRC where Lippo Plaza is located.

The PRC legal system is based on written statutes and prior court decisions can only be cited as reference. Since 1979, the PRC government has promulgated laws and regulations in relation to economic matters such as foreign investment, corporate organisation and governance, commerce, taxation and trade, to develop a comprehensive system of commercial law. However, as these laws and regulations are continually evolving in response to changing economic and other conditions, and because of the limited volume of published cases and their non-binding nature, any particular interpretation of PRC laws and regulations may not be definitive. The PRC may not accord equivalent rights (or protection for such rights) to those rights investors might expect in countries with more sophisticated real estate laws and regulations. Furthermore, the PRC is geographically large and divided into various provinces and municipalities and different laws, rules, regulations and policies apply in different provinces and they may have different and varying applications and interpretations in different parts of the PRC. The PRC has no centralised register or official resources where legislation enacted by the central and local authorities is provided to the public. Legislation or regulations, particularly for local applications, may be enacted without prior notice or announcement to the public. The OUE REIT Manager may not be aware of the existence of new legislation or regulations. There is also no integrated system in the PRC from which information can be obtained in respect of legal actions, arbitrations or administrative actions. Even if an individual court-by-court search were performed, each court may refuse to make the documentation which it holds available for inspection. There is a risk that entities in the PRC acquired by OUE REIT may be subject to proceedings which may not have been disclosed.

Agreements governed under PRC laws may be more difficult to enforce by legal or arbitral proceedings in the PRC than in countries with more mature legal systems. Even if the agreements generally provide for arbitral proceedings for disputes arising out of the agreements to be in another jurisdiction, it may be difficult for OUE REIT to obtain effective enforcement in the PRC of an arbitral award obtained in that jurisdiction.

The PRC's political policies and foreign relations could affect OUE REIT's properties.

Investment in PRC properties entails risks of a nature and degree not typically encountered in property investments in developed markets. In the PRC, there is a high risk of nationalisation, expropriation, confiscation, punitive taxation, currency restriction, political changes, government regulation, political, economic or social instability, or diplomatic developments which could adversely affect the value of investments made in the PRC, including Lippo Plaza, and for which OUE REIT may not be fairly compensated. Certain national policies may restrict foreigners investing in industries deemed sensitive to the national interest such as mining of certain kinds of minerals, construction and operation of natural reserves.

The PRC's economic reforms could affect OUE REIT's business.

The PRC economy differs from the economies of most developed countries in many respects, including its structure, its level of development, its growth rate, its control of foreign exchange and its allocation of resources. The PRC economy is still in the process of being transformed from a planned economy to a more market-oriented economy. For the past two decades, the PRC government has implemented economic reform measures emphasising utilisation of market forces in the development of the PRC economy. Although the OUE REIT Manager believes these reforms will have a positive effect on its overall and long-term development, it cannot predict whether changes in the PRC's economic and other policies will or will not have any adverse effect on OUE REIT's current or future business, financial condition and results of operations.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE INSTRUMENTS ISSUED UNDER THE PROGRAMME

Risks related to the Instruments generally

Set out below is a description of material risks relating to the Instruments generally:

The regulation and reform of “benchmarks” may adversely affect the value of Instruments linked to or referencing such “benchmarks”

Interest rates or other types of rates and indices which are deemed to be “benchmarks” are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Instruments linked to or referencing such a benchmark.

Regulation (EU) No. 2016/1011 (the “**EU Benchmarks Regulation**”) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU Benchmarks Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Benchmarks Regulation**”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the UK. The EU Benchmarks Regulation or the UK Benchmarks Regulation, as applicable, could have a material impact on any Instruments linked to a benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation and such changes could, among other things, have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international, national or other proposals for reform, 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.

On 30 August 2019, the MAS announced that, it has established a steering committee, the Steering Committee for SOR Transition to SORA (the “**SC-STS**”), to oversee an industry-wide interest rate benchmark transition from the Swap Offer Rate to the Singapore Overnight Rate Average (“**SORA**”). On 5 August 2020, MAS announced several initiatives to support the adoption of SORA, including prescribing SORA as a financial benchmark under the SFA. The initiatives aim to catalyse greater activity in SORA markets, safeguard the benchmark’s integrity and enhance market confidence in SORA. On 27 October 2020, the SC-STS announced industry timelines to support a coordinated shift away from the use of SOR in financial products, and to concurrently accelerate usage of SORA. The Singapore Interbank Offer Rates (“**SIBOR**”) is expected to be discontinued by end 2024, with financial institutions and their customers to cease usage of SIBOR in new contracts by end-September 2021. In addition, the MAS expanded the mandate of the SC-STS to enable it to oversee the interest rate benchmark transition from SIBOR to SORA.

The potential elimination of any benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the terms and conditions, or result in other consequences, in respect of any Instruments linked to such benchmark. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. 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 Instruments linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The potential elimination of any benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 7(n) (*Benchmark Replacement (Independent Adviser)*) of the Notes and Condition 5(b)(xiii) (*Benchmark Replacement (Independent Adviser)*) of the Securities), or result in adverse consequences to holders of any Instruments linked to such benchmark (including Floating Rate Instruments whose interest rates are linked to any such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Instruments, the return on the relevant Instruments and the trading market for securities (including the Instruments) based on the same benchmark.

The Conditions of the Instruments provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any other successor service)) becomes unavailable or a Benchmark Event or a Benchmark Transition Event (each as defined in the Conditions), as applicable, otherwise occurs. Such an event may be deemed to have occurred prior to the issue date for a Series of Instruments. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative rate may be adjusted (if required) in accordance with the recommendation of a relevant governmental body or in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, although the application of such adjustments to the Instruments may not achieve this objective. Any such changes may result in the Instruments performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. In certain circumstances the ultimate fallback of interest or, as the case may be, distribution for a particular Interest Period or, as the case may be, the Distribution Period may result in the rate of interest or, as the case may be, the rate of distribution for the last preceding Interest Period or, as the case may be, the last preceding Distribution Period being used.

This may result in the effective application of a fixed rate for Floating Rate Instruments based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of successor rates and alternative rates and the involvement of an Independent Adviser (as defined in the Conditions) in certain circumstances, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Instruments.

Investors should consult their own independent advisers and make their own assessment about the potential risks arising from the possible cessation or reform of certain reference rates in making any investment decision with respect to any Instruments linked to or referencing a benchmark.

The market continues to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Instruments

The use of risk-free rates – including those such as the Sterling Overnight Index Average (“**SONIA**”), the Secured Overnight Financing Rate (“**SOFR**”), the euro short-term rate (“**€STR**”) and the SORA, as reference rates for Eurobonds continues to develop. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Instruments that reference risk-free rates issued under this Programme. The relevant Issuer may in the future also issue Instruments referencing SONIA, the SONIA Compounded Index, SOFR, the SOFR Compounded Index, €STR or SORA that differ materially in terms of interest determination when compared with any previous Instruments issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Instruments that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Instruments referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in risk-free rate instruments issued to date. No assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Instruments, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative rates based on risk-free rates, including various ways to produce term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. If the relevant risk-free rates do not prove to be widely used in securities like the Instruments, the trading price of such Instruments linked to such risk-free rates may be lower than those of Instruments referencing indices that are more widely used.

Investors should consider these matters when making their investment decision with respect to any Instruments which reference SONIA, SOFR, €STR, SORA or any related indices.

The Instruments are not secured

The Notes, Senior Securities and Coupons relating thereto constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and shall at all times rank *pari passu*, with all other present and future unsecured obligations of the relevant Issuer (other than subordinated obligations and priorities created by law). The Subordinated Securities and Coupons relating thereto constitute direct, unconditional, subordinated and unsecured obligations of the relevant Issuer and shall at all times rank *pari passu* without any preference among themselves and with any Parity Obligations (as defined in the Conditions of the Securities) of the relevant Issuer.

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

The Conditions of the Notes and the Securities contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders or Securityholders

Each of the Trust Deed and the Conditions of the Notes and the Securities contain provisions for calling meetings of Noteholders or Securityholders (as the case may be) to consider matters and vote upon affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders or Securityholders including Noteholders and Securityholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders or Securityholders who voted in a manner contrary to the majority. There is a risk that the decision of the majority of the holders of the Instruments may be adverse to the interest of an individual holder of the Instruments.

Each of the Conditions of the Notes and the Securities provide that the Trustee may, without the consent or sanction of Noteholders or Securityholders (if, in the opinion of the Trustee, the interests of the Noteholders or Securityholders, as the case may be, will not be materially prejudiced thereby), agree to (i) to any modification of the Notes or Securities or the Agency Agreement or the Trust Deed which is of a formal, minor or technical nature or made to correct a manifest error or to comply with mandatory provisions of law or (in the event the Instruments are listed) is required by any stock exchange or is

required by Euroclear, Clearstream, Luxembourg and/or CDP and (ii) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Securities and/or the Trust Deed and/or the Agency Agreement, and such modification, waiver or authorisation shall be binding on the holders of the Notes and the Securities.

The Trustee may request Noteholders or Securityholders to provide an indemnity and/or security and/or pre-funding to its satisfaction

In certain circumstances (including under Condition 13 of the Notes and Condition 10(c) of the Securities), the Trustee may (at its sole discretion) request Noteholders or Securityholders to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes action on behalf of Noteholders or Securityholders. The Trustee is not obliged to take any action if not indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or pre-funding can be a lengthy process and may have an impact on when such actions can be taken.

The Trustee may not be able to take action, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it, in breach of the Trust Deed and if there is uncertainty or dispute as to the applicable laws or regulations and, to the extent permitted by the agreements and the applicable law, it will be for the Noteholders and Securityholders to take such action directly.

Performance of contractual obligations by the relevant Issuer depends on other parties

The ability of the relevant Issuer to make payments in respect of the Instruments may depend upon the due performance by the other parties to the transaction documents relating to the Programme or an issue of the Instruments of their obligations thereunder including the performance by the Trustee and the Agents (as defined in the Trust Deed) of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the relevant Issuer of its obligations to make payments under the Instruments, the relevant Issuer may not, in such circumstances, be able to fulfil its obligations to the Noteholders, Securityholders and/or the Couponholders.

The value of the Instruments could be adversely affected by a change in English law, Singapore law or administrative practice

The Conditions of the Instruments will be governed by English law or Singapore law in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law, Singapore law or the respective administrative practice after the date of this Offering Circular and any such change could materially adversely impact the value of any Instruments affected by it.

Enforcement against the REIT Trustee is subject to limitations

Notes and Securities under the Programme can be issued by the REIT Trustee and not OUE REIT, as the latter is not a legal entity. Under the Conditions of the Notes and Securities, Noteholders and Securityholders shall only have recourse to the assets of OUE REIT over which the REIT Trustee has recourse to under the REIT Trust Deed and not to DBS Trustee personally nor any other asset held by DBS Trustee as trustee of any trust other than OUE REIT. Furthermore, Noteholders and Securityholders do not have direct access to the assets of OUE REIT but may only have recourse to such assets through the REIT Trustee and if necessary, seek to subrogate the REIT Trustee's right of indemnity out of the assets of OUE REIT, and accordingly, any claim to such assets is derivative in nature. A Noteholder or Securityholder's right of subrogation could be limited by the REIT Trustee's right of indemnity under the REIT Trust Deed. Such right of indemnity of the REIT Trustee may not be available in the event of fraud, gross negligence or wilful default of the REIT Trustee or breach of any provisions of the REIT Trust Deed or breach of trust of the REIT Trustee.

The Trust Deed, the Dealer Agreement, the Agency Agreement, the Notes and the Securities provide that recourse for any liability of or indemnity given by the REIT Trustee under these documents is limited to the assets of OUE REIT over which the REIT Trustee has recourse to under the REIT Trust Deed and shall not extend to any personal assets of DBS Trustee, or any assets held by DBS Trustee as trustee of any trust other than OUE REIT. They also provide that the foregoing shall not restrict or prejudice any rights or remedies of any of the other parties to these documents in connection with any gross negligence, fraud, wilful default or breach of trust of the REIT Trustee.

Commencement of proceedings under applicable Singapore insolvency or related laws may result in a material adverse effect on Noteholders and Securityholders

There can be no assurance that the relevant Issuer, the Guarantor or OUE REIT will not become bankrupt or insolvent or the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. It is unclear whether Singapore insolvency and related laws applicable to companies can be applied to real estate investment trusts and business trusts. Application of these laws may have a material adverse effect on Noteholders and Securityholders. Without being exhaustive, below are some matters that could have a material adverse effect on Noteholders and Securityholders. Where any of the relevant Issuer, the Guarantor or OUE REIT is insolvent or close to insolvent and the relevant Issuer, the Guarantor or, as the case may be, the REIT Trustee 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 relevant Issuer, the Guarantor or, as the case may be, OUE REIT. It may also be possible that if a company related to the relevant Issuer, the Guarantor or, as the case may be, the REIT Trustee proposes a creditor scheme of arrangement and obtains an order for a moratorium, the relevant Issuer, the Guarantor or, as the case may be, the REIT Trustee may also seek a moratorium even if the relevant Issuer, the Guarantor or, as the case may be, the REIT Trustee is not itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, either with court permission or if so permitted by the judicial manager. Accordingly, if for instance there is any need for the Trustee to bring an action against the relevant Issuer, the Guarantor or, as the case may be, OUE REIT, the need to obtain court permission (or in the case of judicial management, 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 and Securityholders may be made subject to a binding scheme of arrangement where the majority in number representing 75% 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% 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 and Securityholders may be bound by a scheme of arrangement to which they may have dissented.

The Insolvency, Restructuring and Dissolution Act 2018 (the “**IRD Act**”) was passed in the 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, a debenture. However, it may apply to other related contracts that are not found to be directly connected to the Instruments.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and Securities and may be adversely affected if definitive Notes and Securities are subsequently required to be issued

In relation to any issue of Notes or Securities which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes or Securities 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 holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes or Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note or Security in respect of such holding (should definitive Notes or Securities be printed or issued) and would need to purchase a principal amount of Notes or Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes or Securities in definitive form are issued, holders should be aware that definitive Notes or Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade. Definitive Notes or Securities will in no circumstances be issued to any person holding Notes or Securities in an amount lower than the minimum denomination and such Notes or Securities will be cancelled and holders will have no rights against the relevant Issuer and (in the case of Guaranteed Instruments) the Guarantor (including rights to receive principal or interest (in respect of Notes) or distributions (in respect of Securities) or to vote or attend meetings of Instrumentholders) in respect of such Instruments.

The Instruments may be represented by Global Notes or Global Securities and holders of a beneficial interest in a Global Note or Global Security must rely on the procedures of the relevant Clearing System(s)

Notes and Securities issued under the Programme may be represented by one or more Global Notes or Global Securities. Such Global Notes or Global Securities will be deposited with a common depositary for, and registered in the name of a nominee of the Common Depositary for, Euroclear and Clearstream, Luxembourg or deposited with CDP or its nominee (each of Euroclear, Clearstream, Luxembourg and CDP, a “**Clearing System**”). Except in the circumstances described in the relevant Global Note or Global Security, investors will not be entitled to receive the Instruments in definitive form. The relevant Clearing System(s) will maintain records of the beneficial interests in the Global Notes or Global Securities. While the Notes or the Securities are represented by one or more Global Notes or Global Securities, investors will be able to trade their beneficial interests only through the Clearing Systems.

While the Notes or the Securities are represented by one or more Global Notes or, as the case may be, Global Securities, the relevant Issuer will discharge its payment obligations under the Notes or the Securities by making payments to or to the order of the relevant Clearing System(s) for distribution to their account holders.

A holder of a beneficial interest in a Global Note or Global Security must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Notes or, as the case may be, the relevant Global Securities. None of the Issuers has responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Securities (as the case may be).

Holders of beneficial interests in the Global Notes or Global Securities will not have a direct right to vote in respect of the relevant Notes or, as the case may be, Securities. 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 Securities will not have a direct right under the respective Global Notes or Global Securities to take enforcement action against the relevant Issuer in the event of a default under the relevant Notes or an enforcement event under the relevant Securities but will have to rely upon their rights under the Trust Deed.

Risks related to the structure of a particular issue of Instruments

A wide range of Instruments may be issued under the Programme. A number of these Instruments may have features which contain particular risks for potential investors. Set out below is a description of the most common such features, distinguishing between factors which may occur in relation to any Instruments and those which might occur in relation to certain types of Instruments:

Risks applicable to all Instruments

If the relevant Issuer has the right to redeem any Instruments at its option, this may limit the market value of the Instruments concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional redemption feature of any Instruments is likely to limit their market value. During any period when the relevant Issuer may elect to redeem such Instruments, the market value of those Instruments 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 relevant Issuer may be expected to redeem Instruments when its cost of borrowing is lower than the interest rate on the Notes or the rate of distribution on the Securities. 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 or the rate of distribution on the Securities 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 the Instruments include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Instruments concerned

Fixed/Floating Rate Instruments are Instruments which bear interest or confer a right to distribution at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest or distribution basis, and any conversion of the interest or distribution basis, may affect the secondary market in, and the market value of, such Instruments as the change of interest or distribution basis may result in a lower interest return for holders of the Instruments since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. Where the Instruments convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Instruments may be less favourable than the then-prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. Where the Instruments convert from a floating rate to a fixed rate, the fixed rate may be lower than the then-prevailing rates on those Instruments and could affect the market value of an investment in the relevant Instruments.

Instruments which are issued at a substantial discount or premium may experience more price volatility in response to changes in market interest rates than conventional interest-bearing securities

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

Risks applicable to certain types of Instruments

Instruments which are issued with variable interest rates or distribution rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities

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

Risks applicable to Notes

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 2028, are intended to be “qualifying debt securities” for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section entitled “Taxation – Singapore Taxation”.

However, there is no assurance that the Notes will continue to enjoy the tax exemptions or concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Risks applicable to Securities

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

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

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

If Distribution Deferral is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, elect to defer any scheduled distribution (in whole or in part) on the Securities for any period of time. The relevant Issuer may be subject to certain restrictions in relation to the payment of dividends on its junior or parity obligations and the redemption and repurchase of its junior or parity obligations until any Arrears of Distribution (as defined in the Conditions of the Securities) and any Additional Distribution Amounts (as defined in the Conditions of the Securities) are satisfied. The relevant Issuer is not subject to any limits as to the number of times distributions can be deferred pursuant to the Conditions of the Securities subject to compliance with the foregoing restrictions. Distributions may be cumulative or non-cumulative, as will be set out in the applicable Pricing Supplement. The relevant 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. Investors should be aware that the interests of the relevant Issuer may be different to the interests of the Securityholders. In addition, as a result of the potential non-cumulative distribution feature of the Securities and the relevant Issuer's ability to elect not to pay a distribution in whole or in part, the market price of the Securities may be more volatile than the market price of other debt securities on which original issue discount or interest accrues that are not subject to such election not to pay and may be more sensitive generally to adverse changes in the Group's financial condition.

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

The Conditions of the Securities provide that the Securities may, if Redemption at the Option of the relevant Issuer is specified as being applicable in the applicable Pricing Supplement, be redeemed at the option of the relevant Issuer on certain date(s) specified in the applicable Pricing Supplement at the amount specified in the applicable Pricing Supplement.

In addition, the relevant Issuer may also have the right (but not the obligation) to redeem the Securities at an amount specified in the applicable Pricing Supplement for taxation reasons (as described in Condition 7(b) of the Securities), at the option of the Issuer (as described in Condition 7(c) of the Securities), upon the occurrence of a Rating Event (as defined in Condition 6(d) of the Securities), upon the occurrence of a Tax Deductibility Event (as defined in Condition 7(e) of the Securities), upon the occurrence of an Accounting Event (as defined in Condition 7(f) of the Securities), upon the occurrence of a Regulatory Event (as defined in Condition 7(g) of the Securities), upon cessation or suspension in trading of Units in OUE REIT (as defined in Condition 7(h) of the Securities) or where the aggregate principal amount of the Securities outstanding is less than 10% of the aggregate principal amount originally issued (as further set out in Condition 7(i) of the Securities).

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

There are limited remedies for default under the Securities

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

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

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

Singapore tax treatment of the Securities is unclear

It is not clear whether any particular tranche of the Securities (the “**Relevant Tranche of the Securities**”) will be regarded as “debt securities” by the IRAS for the purposes of the ITA, whether distribution payments made under each tranche of the Securities will be regarded as interest payable on indebtedness and whether the tax concessions 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 Securities.

If the Relevant Tranche of the Securities is not regarded as debt securities for the purposes of the ITA, distribution payments made under each tranche of the Securities are not regarded as interest payable on indebtedness or holders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. In addition, in the event that the IRAS does not regard the Relevant Tranche of the Securities issued by the Issuer as “debt securities” for Singapore income tax purposes, payments in respect of such Relevant Tranche of the Securities (including, without limitation, the distributions, any Optional Distributions, Arrears of Distribution and any Additional Distribution Amounts) may be subject to Singapore income tax, and the Issuer may be obliged (in certain circumstances) to withhold or deduct tax on such payments. In that event, the Issuer will not pay any additional amounts in respect of any such withholding or deduction from such payments in respect of such Relevant Tranche of the Securities in connection therewith for or on account of any such taxes or duties.

No assurance, warranty or guarantee is given on the tax treatment to investors and holders of the Relevant Tranche of the Securities in respect of the distributions payable to them (including Arrears of Distribution and any Additional Distribution Amount). Investors and holders of the Relevant Tranche of the Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of the Relevant Tranche of the Securities.

The Subordinated Securities are subordinated obligations

The obligations of the relevant Issuer under the Subordinated Securities will constitute direct, unconditional, unsecured and subordinated obligations of the relevant Issuer.

In the event of the Winding-Up of ORTPL, the rights of the holders of Subordinated Securities to receive payments in respect of the Subordinated Securities are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of ORTPL but at least *pari passu* with all other subordinated obligations of ORTPL that are not expressed by their terms to rank junior to the Subordinated Securities and in priority to the claims of shareholders of ORTPL and/or as otherwise specified in the applicable Pricing Supplement. In the event of the Winding-Up of the OUE REIT Trustee or OUE REIT, the rights of the holders of Subordinated Securities to receive payments in respect of the Subordinated Securities will rank ahead of the holders of Junior Obligations of the OUE REIT Trustee but junior to the claims of all other present and future creditors of the OUE REIT Trustee (other than Parity Obligations of the OUE REIT Trustee). In the event of the Winding-Up of the Guarantor, the rights of the holders of Subordinated Securities to receive payments in respect of the Subordinated Securities will rank ahead of the holders of Junior Obligations of the Guarantor but junior to the claims of all other present and future creditors of the Guarantor (other than Parity Obligations of the Guarantor).

In the event of a shortfall of funds or a Winding-Up, there is a real risk that an investor in the Subordinated Securities will lose all or some of its investment and will not receive a full return of the principal amount or any unpaid Arrears of Distribution, Additional Distribution Amounts or accrued Distribution.

Further, subject to the limit on the aggregate principal amount of Securities that can be issued under the Programme (which can be amended from time to time by the relevant Issuer without the consent of the Securityholders), there is no restriction on the amount of unsubordinated securities or other liabilities which the relevant Issuer may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Securities. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of Subordinated Securities on a winding-up of the relevant Issuer, the Guarantor or OUE REIT and/or may increase the likelihood of a non-payment under the Subordinated Securities.

Risks related to the market generally

Set out below is a brief description of the material market risks, including liquidity risk, exchange rate risk, interest-rate risk, inflation risk and credit risk:

An active secondary market in respect of the Instruments may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes and Securities

There can be no assurance regarding the future development of the market for Instruments issued under the Programme or the ability of the Noteholders and Securityholders, or the price at which the Noteholders or Securityholders may be able, to sell their Notes or Securities (as the case may be). The Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. If the Instruments are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuers and OUE REIT. If the Instruments are trading at a discount, investors may not receive a favourable price for their Notes or, as the case may be, their Securities, and in some circumstances, investors may not be able to sell their Notes or, as the case may be, their Securities at their fair market value or at all.

Liquidity may have a severely adverse effect on the market value of the Instruments. Although issuing additional Instruments may increase their liquidity, there can be no assurance that the price of such Instruments will not be adversely affected by the issuance.

Although an application will be made for the listing and quotation of Instruments issued under the Programme agreed at or before issue thereof to be so listed on the SGX-ST, there is no assurance that such application will be approved, that any particular Tranche of the Instruments will be so admitted or that an active trading market will develop or that disruptions will not occur for that particular Tranche of Instruments.

Fluctuation of the market value of Instruments issued under the Programme

The trading price of the Instruments may be influenced by numerous factors, including the market for similar securities, the operating results and/or financial condition of the Issuers, the Guarantor, OUE REIT and/or their respective subsidiaries and/or associated companies (if any), and political, economic, financial and any other factors that can affect the capital markets, the industry, the Issuers, the Guarantor, OUE REIT, their respective subsidiaries and/or associated companies (if any) generally. Adverse economic developments, acts of war and pandemics in Singapore and countries in which the Issuers, the Guarantor, OUE REIT, their respective subsidiaries and/or associated companies (if any) operate or have business dealings could have a material adverse effect on the operating results, business, financial performance and/or the financial condition of the Issuers, the Guarantor, OUE REIT, their respective subsidiaries and/or associated companies (if any).

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

If an investor holds Instruments which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Instruments could result in an investor not receiving payments on those Instruments

The Issuers will pay principal and interest on the Notes and principal and distributions on the Securities in 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 (1) the Investor's Currency-equivalent yield on the Notes and Securities, (2) the Investor's Currency-equivalent value of the principal payable on the Instruments and (3) the Investor's Currency-equivalent market value of the Notes and Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Instruments. As a result, investors may receive less interest, distribution or principal than expected, or no interest, distribution or principal.

The value of Fixed Rate Notes and Fixed Rate Securities may be adversely affected by movements in market interest rates

Investment in Fixed Rate Instruments involves the risk that if market interest rates subsequently increase above the rates paid on the Fixed Rate Instruments, this will adversely affect the value of the Fixed Rate Instruments.

Inflation risk

Noteholders and Securityholders may suffer erosion on the return of their investments due to inflation. Noteholders and Securityholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Notes and Securities. An unexpected increase in inflation could reduce the actual returns, as the principal repayment and interest payments or distributions on the Notes or Securities may not keep pace with inflation.

Credit ratings assigned to OUE REIT or any Instruments may not reflect all the risks associated with an investment in those Instruments

One or more independent credit rating agencies may assign credit ratings to OUE REIT, or the Instruments. The 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 Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without coupons attached. Notes (whether in bearer or registered form) will be issued outside the United States in reliance on Regulation S.

Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will be initially issued in the form of a temporary global note (a **"Temporary Global Note"**) or, if so specified in the applicable Pricing Supplement, a permanent global note (a **"Permanent Global Note"**) and, together with the Temporary Global Notes, each a **"Bearer Global Note"**) which, will be delivered on or prior to the original issue date of the Tranche to (i) a common depository (the **"Common Depository"**) for Euroclear and Clearstream, Luxembourg or (ii) CDP.

Whilst any Bearer Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Bearer Note Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or CDP and (in the case of a Temporary Bearer Global Note delivered to a Common Depository for Euroclear and Clearstream, Luxembourg) Euroclear and/or Clearstream, Luxembourg has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **"Bearer Note Exchange Date"**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement), in each case against certification of beneficial ownership as described above unless such certification has already been given, **provided that** the purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg and/or CDP against presentation or surrender (as the case may be) of the Permanent Global Note without any requirement for certification.

The applicable Pricing Supplement will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached only upon the occurrence of an Exchange Event.

For these purposes, **"Exchange Event"** means:

- (A) if the Notes are held by or on behalf of Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system, and (i) any such clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business, or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Bearer Notes represented by the Permanent Global Note were represented in definitive form and a certificate to such effect signed by an officer of the Issuer is given to the Trustee; or

- (B) if the Notes are held by or on behalf of CDP and (i) an Event of Default (as defined in Condition 13 of the Notes) or analogous event entitling an Accountholder (as defined in the Permanent Global Note) or the Trustee to declare the Notes to be due and payable as provided in the Conditions of the Notes has occurred and is continuing, (ii) CDP has closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention to permanently cease business and no alternative clearing system is available, or (iv) 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.

The Issuer will promptly give notice to Noteholders in accordance with Condition 20 of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note), or, as the case may be, the Common Depository acting on their behalf, may give notice to the Principal Paying Agent or the Non-CDP Principal Paying Agent (as the case may be) requesting exchange and, in the event of the occurrence of an Exchange Event as described in (A)(ii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or the Non-CDP Issuing and Paying Agent, as the case may be.

The following legend will appear on all Bearer Global Notes and all definitive Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

“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.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg or CDP, as the case may be.

The rights of the holders are set out in and subject to the provisions of the Trust Deed and the Conditions.

Direct Rights in respect of Bearer Global Notes cleared through CDP

Where a Bearer Global Note is cleared through CDP, if an Event of Default entitling the Trustee to declare all of the Notes to be due and payable, as provided in the Conditions, the Trustee may exercise the right to declare the Notes represented by such Bearer Global Note due and payable in the circumstances described in the Conditions by stating in a notice given to the Issuer (the “**default notice**”) the principal amount of Notes which is being declared due and payable.

Following the giving of the default notice, the holder of the Notes represented by the Bearer Global Note cleared through CDP may (subject as provided below) elect that direct rights (“**Direct Rights**”) under the provisions of the CDP Deed of Covenant (as defined in the Conditions) shall come into effect in respect of a principal amount of Notes up to the aggregate principal amount in respect to which such default notice has been given. Such election shall be made by notice to the CDP Issuing and Paying Agent and presentation of the Bearer Global Note to or to the order of the CDP Issuing and Paying Agent for reduction of the principal amount of Notes represented by the Bearer Global Note by such amount as may be stated in such notice and by endorsement of the appropriate schedule to the Bearer Global Note of the principal amount of Notes in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Bearer Global Note shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the Exchange Date unless the holder elects in such notice that the exchange for such Notes shall no longer take place.

Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to persons outside the United States, will be represented by a global note in registered form (a “**Registered Global Note**”, together with any Bearer Global Note, the “**Global Notes**”). Beneficial interests in a Registered Global Note may not be offered or sold within the United States and may not be held otherwise than through Euroclear or Clearstream, Luxembourg or CDP.

Registered Global Notes will be deposited with a Common Depositary for, and registered in the name of a nominee of the Common Depositary for, Euroclear or Clearstream, Luxembourg or deposited with CDP or its nominee, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 3(d) of the Notes) as the registered holder of such Registered Global Notes. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to, or payments or deliveries made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 11(f) of the Notes) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event.

For these purposes, “**Exchange Event**” means:

- (A) if the Notes are held by or on behalf of Euroclear and/or Clearstream, Luxembourg, or any other relevant clearing system, and (i) any such clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business, or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Notes represented by the Registered Global Notes were represented in definitive form and a certificate to such effect signed by an officer of the Issuer is given to the Trustee; or
- (B) if the Notes are held by or on behalf of CDP and (i) an Event of Default (as defined in Condition 13 of the Notes) or analogous event entitling an Accountholder (as defined in the Registered Global Note) or the Trustee to declare the Notes to be due and payable as provided in the Conditions of the Notes has occurred and is continuing, (ii) CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention to permanently cease business and no alternative clearing system is available, or (iv) 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.

The Issuer will promptly give notice to Noteholders in accordance with Condition 20 of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, Luxembourg, or as the case may be, a nominee for the Common Depositary acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note), may give notice to the Registrar, requesting exchange and, in the event of the occurrence of an Exchange Event as described in (A)(ii) above, the Issuer may also give notice to the Registrar or the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar, or the Principal Paying Agent, as the case may be.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Pricing Supplement which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Note Certificate will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Summary of Provisions Relating to the Instruments while in Global Form*” below.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear or Clearstream, Luxembourg and CDP, in each case to the extent applicable.

Direct Rights in respect of Registered Global Notes cleared through CDP

Where a Registered Global Note is cleared through CDP, if an Event of Default entitling the Trustee to declare all of the Notes to be due and payable, as provided in the Conditions, the Trustee may exercise the right to declare the Notes represented by such Registered Global Note due and payable in the circumstances described in the Conditions by stating in a default notice given to the Issuer the principal amount of Notes which is being declared due and payable.

Following the giving of the default notice, the holder of the Notes represented by the Registered Global Note cleared through CDP may (subject as provided below) elect that Direct Rights under the provisions of the CDP Deed of Covenant shall come into effect in respect of a principal amount of Notes up to the aggregate principal amount in respect of which such default notice has been given. Such election shall be made by notice to the CDP Issuing and Paying Agent and the CDP Registrar and presentation of the Registered Global Note to or to the order of the CDP Registrar for reduction of the principal amount of Notes represented by the Registered Global Note by such amount as may be stated in such notice and by entry by or on behalf of the CDP Registrar in the Register of the principal amount of Notes in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Registered Global Note shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the date of transfer described under “*Promise to Pay*” in the Registered Global Note unless the holder elects in such notice that the transfer for such Notes shall no longer take place.

General

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Principal Paying Agent or the CDP Issuing and Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code, and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act), if any, applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg or CDP, each person (other than Euroclear and/or Clearstream, Luxembourg or CDP or its nominee) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or CDP, as the case may be, as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or CDP, as the case may be, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save for manifest error) shall be treated by the Issuer, the Trustee and the relevant Agents as the holder of such principal amount of such Notes for all purpose other than with respect to the payment of principal or interest, and in the case of Notes cleared through

CDP, premium redemption, purchase and/or any other amounts which accrue or are otherwise payable by the Issuer through CDP, 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 relevant Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **"Noteholder"** and **"holder of Notes"** and related expressions shall be construed accordingly.

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

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

FORM OF THE SECURITIES

The Securities of each Series will be in either bearer form, with or without distribution coupons attached, or registered form, without coupons attached. Securities (whether in bearer or registered form) will be issued outside the United States in reliance on Regulation S.

Bearer Securities

Each Tranche of Bearer Securities will be in bearer form and will be initially issued in the form of a temporary global perpetual Security (a **"Temporary Global Security"**) or, if so specified in the applicable Pricing Supplement, a permanent global perpetual Security (a **"Permanent Global Security"**) and, together with the Temporary Global Securities, each a **"Bearer Global Security"** which, will be delivered on or prior to the original issue date of the Tranche to (i) a common depository (the **"Common Depositary"**) for Euroclear and Clearstream, Luxembourg or (ii) CDP.

Whilst any Bearer Security is represented by a Temporary Global Security, payments of principal, distribution (if any) and any other amount payable in respect of the Securities due prior to the Bearer Security Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Security only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or CDP and (in the case of a Temporary Bearer Global Security delivered to a Common Depositary for Euroclear and Clearstream, Luxembourg) Euroclear and/or Clearstream, Luxembourg has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **"Bearer Security Exchange Date"**) which is 40 days after a Temporary Global Security is issued, interests in such Temporary Global Security will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Security of the same Series or (b) for definitive Bearer Securities of the same Series with, where applicable, receipts, distribution coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Securities, to such notice period as is specified in the applicable Pricing Supplement), in each case against certification of beneficial ownership as described above unless such certification has already been given, **provided that** the purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Securities. The holder of a Temporary Global Security will not be entitled to collect any payment of distribution, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Security for an interest in a Permanent Global Security or for definitive Bearer Securities is improperly withheld or refused.

Payments of principal, distribution (if any) or any other amounts on a Permanent Global Security will be made through Euroclear and/or Clearstream, Luxembourg and/or CDP against presentation or surrender (as the case may be) of the Permanent Global Security without any requirement for certification.

The applicable Pricing Supplement will specify that a Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Securities with, where applicable, receipts, distribution coupons and talons attached only upon the occurrence of an Exchange Event.

For these purposes, **"Exchange Event"** means:

- (A) if the Securities are held by or on behalf of Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system, and (i) any such clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business, or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Bearer Securities represented by the Permanent Global Security were represented in definitive form and a certificate to such effect signed by an officer of the Issuer is given to the Trustee; or

- (B) if the Securities are held by or on behalf of CDP and (i) an Event of Default (as defined in Condition 13 of the Notes) or analogous event entitling an Accountholder (as defined in the Permanent Global Security) or the Trustee to declare the Securities to be due and payable as provided in the Conditions of the Securities has occurred and is continuing, (ii) CDP has closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention permanently to permanently cease business and no alternative clearing system is available, or (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The Issuer will promptly give notice to Securityholders in accordance with Condition 17 of the Securities if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Security), or, as the case may be, the Common Depository acting on their behalf, may give notice to the Principal Paying Agent or the Non-CDP Issuing and Paying Agent (as the case may be) requesting exchange and, in the event of the occurrence of an Exchange Event as described in (A)(ii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or the Non-CDP Issuing and Paying Agent, as the case may be.

The following legend will appear on all Bearer Global Securities and all definitive Bearer Securities which have an original maturity of more than 365 days and on all receipts and distribution coupons relating to such Securities:

“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”.

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Securities, receipts or distribution coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Securities, receipts or distribution coupons.

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

Direct Rights in respect of Bearer Global Securities cleared through CDP

Where a Bearer Global Security is cleared through CDP, if an Enforcement Event as provided in the Conditions has occurred, the Trustee exercise its right to institute proceedings for the Winding-Up of the relevant Issuer and/or prove in the Winding-Up of the relevant Issuer and/or claim in the liquidation of the relevant Issuer for such payment. Following the exercise of such rights, the holder of the Securities represented by the Bearer Global Security cleared through CDP may (subject as provided below) elect that direct rights (“**Direct Rights**”) under the provisions of the CDP Deed of Covenant (as defined in the Conditions) shall come into effect in respect of a principal amount of Securities up to the aggregate principal amount in respect to which such rights were exercised. Such election shall be made by notice to the CDP Issuing and Paying Agent and presentation of the Bearer Global Security to or to the order of the CDP Issuing and Paying Agent for reduction of the principal amount of Securities represented by the Bearer Global Security by such amount as may be stated in such notice and by endorsement of the appropriate schedule to the Bearer Global Security of the principal amount of Securities in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Bearer Global Security shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the Exchange Date unless the holder elects in such notice that the exchange for such Securities shall no longer take place.

Registered Securities

The Registered Securities of each Tranche offered and sold in reliance on Regulation S, which will be sold to persons outside the United States, will initially be represented by a global perpetual security in registered form (a “**Registered Global Security**”, together with any Bearer Global Security, the “**Global Securities**”). Beneficial interests in a Registered Global Security may not be offered or sold within the United States and may not be held otherwise than through Euroclear or Clearstream, Luxembourg or CDP.

Registered Global Securities will be deposited with a Common Depositary for, and registered in the name of a nominee of the Common Depositary for, Euroclear or Clearstream, Luxembourg or deposited with CDP or its nominee, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Securities will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Securities in fully registered form.

Payments of principal, distribution or any other amount in respect of the Registered Securities in definitive form will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 3(d) of the Securities) as the registered holder of such Registered Global Securities. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to, or payments or deliveries made on account of, beneficial ownership interests in the Registered Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, distribution or any other amount in respect of the Registered Securities in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 8(f) of the Securities) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Registered Securities without receipts, distribution coupons or talons attached only upon the occurrence of an Exchange Event.

For these purposes, “**Exchange Event**” means:

- (A) if the Securities are held by or on behalf of Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system, and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (B) if the Securities are held by or on behalf of CDP and (i) an Event of Default or analogous event entitling an Accountholder (as defined in the Registered Global Security) or the Trustee to declare the Securities to be due and payable as provided in the Conditions of the Securities has occurred and is continuing, (ii) CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention to permanently cease business and no alternative clearing system is available or (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The Issuer will promptly give notice to Securityholders in accordance with Condition 17 of the Securities if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, Luxembourg, or as the case may be, a nominee for the Common Depositary acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Security), may give notice to the Registrar, requesting exchange and, in the event of the occurrence of an Exchange Event as described in (A)(ii) above, the Issuer may also give notice to the Registrar or the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar, or the Principal Paying Agent, as the case may be.

Terms and Conditions applicable to the Securities

The terms and conditions applicable to any Individual Security Certificate will be endorsed on that Individual Security Certificate and will consist of the terms and conditions set out under “*Terms and Conditions of the Securities*” below and the provisions of the relevant Pricing Supplement which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Security Certificate will differ from those terms and conditions which would apply to the Security were it in definitive form to the extent described under “*Summary of Provisions Relating to the Instruments while in Global Form*” below

Transfer of Interests

Interests in a Registered Global Security may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Security. No beneficial owner of an interest in a Registered Global Security will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear or Clearstream, Luxembourg and CDP, in each case to the extent applicable.

Direct Rights in respect of Registered Global Securities cleared through CDP

Where a Registered Global Security is cleared through CDP, if an Enforcement Event as provided in the Conditions has occurred, the Trustee may exercise its right to institute proceedings for the Winding-Up of the relevant Issuer and/or prove in the Winding-Up of the relevant Issuer and/or claim in the liquidation of the relevant Issuer for such payment.

Following the exercise of such rights, the holder of the Securities represented by the Registered Global Security cleared through CDP may (subject as provided below) elect that Direct Rights under the provisions of the CDP Deed of Covenant shall come into effect in respect of a principal amount of Securities up to the aggregate principal amount in respect to which such rights were exercised. Such election shall be made by notice to the CDP Issuing and Paying Agent and presentation of the Registered Global Security to or to the order of the CDP Issuing and Paying Agent for reduction of the principal amount of Securities represented by the Registered Global Security by such amount as may be stated in such notice and by entry by or on behalf of the CDP Registrar in the Register of the principal amount of Securities in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Registered Global Security shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the date of transfer described under “*Promise to Pay*” in the Registered Global Security unless the holder elects in such notice that the exchange for such Securities shall no longer take place.

General

Pursuant to the Agency Agreement, the Principal Paying Agent or the CDP Issuing and Paying Agent shall arrange that, where a further Tranche of Securities is issued which is intended to form a single Series with an existing Tranche of Securities, the Securities of such further Tranche shall be assigned a common code and ISIN which are different from the common code, and ISIN assigned to Securities of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act), if any, applicable to the Securities of such Tranche.

For so long as any of the Securities is represented by a Global Security held on behalf of Euroclear and/or Clearstream, Luxembourg or CDP, each person (other than Euroclear and/or Clearstream, Luxembourg or CDP or its nominee) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or CDP, as the case may be, as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg or CDP, as the case may be, as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save for manifest error) shall be treated by the Issuer, the Trustee and the relevant Agents as the holder of such principal amount of such Securities for all purposes other than with respect to the payment of principal or distribution, and in the case of Securities cleared through CDP, premium redemption, purchase and/or any other amounts which accrue or are otherwise payable by the Issuer through CDP, on such principal

amount of such Securities, for which purposes the bearer of the relevant Bearer Global Security or the registered holder of the relevant Registered Global Security shall be treated by the Issuer, the Trustee and any relevant Agent as the holder of such principal amount of such Securities in accordance with and subject to the terms of the relevant Global Security and the expressions “**Securityholder**” and “**holder of Securities**” and related expressions shall be construed accordingly.

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

No Securityholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

FORM OF PRICING SUPPLEMENT FOR NOTES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

[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 Directive 2014/65/EU (as amended, “**EU MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (“**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (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 (“**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; 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 European Union (Withdrawal) Act 2018. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (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.]

[EU 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, “**EU MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. 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 EU 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 (“**OBS**”), 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 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any 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.]

Pricing Supplement dated [●]

[DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.]

**Issue of [Aggregate Nominal Amount of Series] [Title of Notes]
under the S\$2,000,000,000 Euro Medium Term Note Programme**

The document constitutes the Pricing Supplement relating to the issue of the Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Offering Circular dated 18 October 2024. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular [and the supplemental Offering Circular dated [date]].

[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 Conditions (the “**Conditions**”) set forth in the Offering Circular dated [original date]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto.]

The Notes [and the Guarantee thereof] have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States except in certain transactions exempt from the registration requirements of the Securities Act.

[Where interest, discount income, early redemption fee or redemption premium is derived from any of the 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 qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 (the “**ITA**”), 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, early redemption fee or redemption premium 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 ITA.]

[Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (“SFA”): The Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA, that 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).]

[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 sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]

1. (i) Issuer: [DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.]
- (ii) Guarantor: DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]

2. [(i) Series Number:] [●]
- [(ii) Tranche Number:] [●]
- [(ii) Date on which the Notes become fungible:] [Not Applicable]/[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [identify earlier tranches of Notes] on [-]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below [which is expected to occur on or about [●]].]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
- (i) Series: [●]
- (ii) Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
6. (i) Specified Denominations: [●]
- (ii) Calculation Amount: [●]
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
8. Maturity Date: [Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
- [If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” or (ii) another applicable exemption from section 19 of the FSMA must be available.]
9. Interest Basis: [[●] per cent. Fixed Rate]
- [[Specify reference rate] +/- [●] per cent. Floating Rate]
- [Zero Coupon]
- [Other (Specify)]
- (further particulars specified below)

10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at ☐/[100] per cent. of their nominal amount.
- [Other (Specify)]
- (If Notes are being cleared through Clearstream, Luxembourg or Euroclear they will require a minimum of five days' notice for the exercise of any Issuer's Redemption Option.)*
11. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of the Notes into another interest or redemption/ payment basis]
[Not Applicable]
12. Put/Call Options: Redemption for tax reasons
- [Redemption at the option of the Issuer]
- [Redemption at the option of the Noteholders]
- [Mandatory Redemption upon Termination of OUE REIT]
- [Redemption upon cessation or suspension in trading of Units in OUE REIT]
- [Redemption in the case of minimal outstanding amount]
- [(further particulars specified below)]
- [Not Applicable]
- (If Notes are being cleared through Clearstream, Luxembourg or Euroclear, Clearstream, Luxembourg or Euroclear will require a minimum of 15 business days' notice for the exercise of any Noteholders' Redemption Option.)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: ☐ per cent. per annum [payable [annually/ semi-annually/ quarterly/monthly/other (specify)] in arrear]
- (ii) Interest Payment Date(s): ☐ in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: ☐ per Calculation Amount
- (iv) Broken Amount(s): ☐ per Calculation Amount, payable on the Interest Payment Date falling [in/on] ☐
- (v) Day Count Fraction: [30/360/Actual/Actual (ICMA/ISDA)/other]

(vi)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/ <i>give details</i>]
14.	Floating Rate Note Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Interest Period(s):	[●]
(ii)	Specified Period:	[●]
		<i>(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")</i>
(iii)	Specified Interest Payment Dates:	[●]
		<i>(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")</i>
(iv)	First Interest Payment Date:	[●]
(v)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Floating Rate Convention/Euroclear Convention/other (<i>give details</i>)] [Not Applicable]
(vi)	Additional Business Centre(s):	[Not Applicable/ <i>give details</i>]
(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (<i>give details</i>)]
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent):	[[Name] shall be the Calculation Agent (<i>no need to specify if the Principal Paying Agent is to perform this function</i>)]
(ix)	Screen Rate Determination:	[Applicable/Not Applicable] (<i>If not applicable delete the remaining sub-paragraphs of this paragraph</i>)

- Reference Rate: [SONIA/SOFR/€STR/SONIA compounded Index/SOFR Compounded Index/SORA]
 - Observation Method: [Lag/Observation Shift]
 - Lag Period: [5/[●] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Not Applicable]
 - Observation Shift Period: [5/[●] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days /Not Applicable]
- (NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- D: [360/365/[●]]/[Not Applicable]
 - Index Determination: [Applicable/Not Applicable]
 - SONIA Compounded Index: [Applicable/Not Applicable]
 - SOFR Compounded Index: [Applicable/Not Applicable]
 - Relevant Decimal Place: [●] [5/7] *(unless otherwise specified in the Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index)*
 - Relevant Number of Index Days: [●] [5] *(unless otherwise specified in the Pricing Supplement, the Relevant Number shall be 5)*
 - Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ [●] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date]
 - Relevant Screen Page: [●]
 - Relevant Time: [●]
 - Relevant Financial Centre: [●]
 - SORA Benchmark: [Compounded Daily SORA/SORA Index Average]
 - Calculation method for Compounded Daily SORA: [Lockout/SORA Lookback/SORA Backward Shifted Observation Period/SORA Payment Delay] *(Only applicable where the Reference Rate is Compounded Daily SORA)*
- (x) ISDA Determination: [Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*

- Floating Rate Option: ☐/CHF-SARON/EUR-EuroSTR/EUR-EuroSTR Compounded Index/GBP SONIA/GBP SONIA Compounded Index/HKD-HONIA/JPY-TONA/ USD-SOFR/USD-SOFR Compounded Index]
- Designated Maturity: ☐
- Reset Date: ☐[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period]
- [ISDA Definitions: ☐2006 ISDA Definitions/2021 ISDA Definitions]
- Compounding: ☐Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Compounding Method: ☐Compounding with Lookback
☐Lookback: ☐Applicable Business Days]¹
☐Compounding with Observation Period Shift
☐Observation Period Shift: ☐Observation Period Shift Business Days
☐Observation Period Shift Additional Business Days: ☐[Not Applicable]]
☐Compounding with Lockout
☐Lockout: ☐Lockout Period Business Days
☐Lockout Period Business Days: ☐[Applicable Business Days]]
- Averaging: ☐Applicable/Not Applicable]] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Averaging Method: ☐Averaging with Lookback
☐Lookback: ☐Applicable Business Days]
☐Averaging with Observation Period Shift
☐Observation Period Shift: ☐Observation Period Shift Business days
☐Observation Period Shift Additional Business Days: ☐[Not Applicable]]
☐Averaging with Lockout

¹ This field should be completed and the parties may wish to refer to the Compounding/Averaging Matrix. As at December 2021 the number of Applicable Business Days for Compounding with Lookback in the Compounding/ Averaging Matrix has not yet been populated however, the default designation is 5 Applicable Business Days in accordance with the 2021 ISDA Definitions. Note that when populated the Compounding/Averaging Matrix may not reflect the default designation.

	Lookout: [●] Lockout Period Business Days
	Lockout Period Business Days: [●]/[Applicable Business Days]
• Index Provisions:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
• Index Method:	Compounded Index Method with Observation Period Shift
	Observation Period Shift: [●] Observation Period Shift Business days
	Observation Period Shift Additional Business Days: [●]/[Not Applicable]
(x) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
• Floating Rate Option:	[[●]/CHF-SARON/EUR-EuroSTR/EUR-EuroSTR Compounded Index/GBP SONIA/GBP SONIA Compounded Index/HKD-HONIA/JPY-TONA/ USD-SOFR/ USD-SOFR Compounded Index]
(xi) [Linear Interpolation:	Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation <i>(specify for each short or long interest period)</i>
(xii) Margin(s):	[+/-] [●] per cent. per annum
(xiii) Minimum Rate of Interest:	[●] per cent. per annum
(xiv) Maximum Rate of Interest:	[●] per cent. per annum
(xv) Day Count Fraction:	[●]
(xvi) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]
15. Zero Coupon Note Provisions	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) [Amortisation/Accrual] Yield:	[●] per cent. per annum
(ii) Reference Price:	[●]

(iii)	Day Count Fraction in relation to Early Redemption Amount:	[30/360/Actual/Actual (ICMA/ISDA)/other]
(iv)	Any other formula/basis of determining amount payable:	<i>[Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition 9(h)]</i>

PROVISIONS RELATING TO REDEMPTION

16.	Redemption for tax reasons	Yes <i>[Specify if Notes can be redeemed on any date(s) other than Interest Payment Dates in accordance with the Conditions]</i>
17.	Redemption at the Option of the Issuer	[Yes/No] [on <i>[specify optional redemption dates]</i>] <i>[Specify maximum and minimum number of days for notice period] [Specify redemption in whole only or in whole or partial as notified by the Issuer]</i>
18.	[Redemption at the option of the Noteholders]	[Yes/No] [on <i>[specify optional redemption dates]</i>] <i>[Specify maximum and minimum number of days for notice period]</i>
19.	Mandatory Redemption upon Termination of OUE REIT	<i>[Specify maximum and minimum number of days for notice period]</i>
20.	Redemption upon cessation or suspension in trading of Units in OUE REIT	[Applicable/Not Applicable]
21.	Redemption in the case of minimal outstanding amount	[Yes/No] <i>[Specify if Notes can be redeemed on any date(s) other than Interest Payment Dates in accordance with the Conditions]</i>
22.	Final Redemption Amount	[●] per Calculation Amount
23.	Early Redemption Amount Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons, or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[Not Applicable] <i>(If each of the Early Redemption Amount, and the Early Termination Amount are the principal amount of the Notes/ specify the Early Redemption Amount and/or the Early Termination Amount if different from the principal amount of the Notes)]</i>

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of the Notes:

Bearer Notes:

(Bearer Notes issued in compliance with the D Rules must initially be represented by a Temporary Global Note.)

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice /in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/in the limited circumstances specified in the Permanent Global Note]

Registered Notes:

[Global Note Certificate exchangeable for Individual Note Certificates on [●] days' notice /in the limited circumstances described in the Global Note Certificate]

25. Additional 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, and not interest period end dates, to which sub paragraph 16(vi) relates]

26. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

[No/Yes.]

27. Any applicable currency disruption/ fallback provisions:

[Not Applicable/Renminbi fallback/*give details*]

28. Other terms or special conditions:

[Not Applicable/*give details*]

LISTING AND ADMISSION TO TRADING

29. Listing/Admission to Trading:

[Singapore Exchange Securities Trading Limited/Other (specify)/None] Trading

30. Net Proceeds:

[●] (*Applicable to listed Notes only*)

DISTRIBUTION

31. Method of distribution:

[Syndicated/Non-syndicated]

(i) If syndicated, names of Managers:

[Not Applicable/*give names*]

- (ii) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (iii) If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]
32. Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
33. U.S. Selling Restrictions: Reg. S Category [1/2]
- (In the case of Bearer Notes) - [C RULES/D RULES/TEFRA not applicable]
- (“TEFRA not applicable” may only be used for Registered Notes, or Bearer Notes with a maturity of 365 days or less (taking into account any unilateral rights to extend or roll over))*
34. Additional selling restrictions: [Not Applicable/give details]
35. 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.)*
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. Additional selling restrictions: [Not Applicable/give details]

OPERATIONAL INFORMATION

38. ISIN Code: [●]
39. Common Code: [●]
40. Any clearing system(s) other than Euroclear/Luxembourg and CDP and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
41. Delivery: Delivery [against/free of] payment
42. Names and addresses of additional Paying Agent(s) (if any): [●]/[Not Applicable]

GENERAL

HONG KONG SFC CODE OF CONDUCT

43. Private Bank Rebate: [A rebate of [●] bps is being offered by the [Issuer] to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMLs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.]/[Not Applicable]
44. Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent: [Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide]/[Not Applicable]
45. Marketing and Investor Targeting Strategy: [if different from the programme OC]
46. Private Bank Rebate/Commission: [Applicable/Not Applicable]
- [To be included if a PB rebate is paid] In addition, the Issuer has agreed with the Joint Lead Managers that it will pay a commission to certain private banks in connection with the distribution of the Notes to their clients. This commission will be based on the principal amount of the Notes so distributed, and may be deducted from the purchase price for the Notes payable by such private banks upon settlement.]
47. The aggregate principal amount of Securities issued has been translated into U.S. dollars at the rate of [●], producing a sum of (for Securities not denominated in U.S. dollars): [Not Applicable/U.S.\$[●]]
48. Governing Law [English law]/[Singapore law]

[USE OF PROCEEDS

Give details if different from the “Use of Proceeds” section in the Offering Circular.]

[STABILISATION

In connection with this issue, [insert name of Stabilising Manager] (the “**Stabilising Manager**”) (or persons acting on behalf of any Stabilising Manager) 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 occur. Any stabilisation action 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 stabilising or over-allotment shall be conducted in accordance with all applicable laws and rules.]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue [and admission to trading on the [specify relevant stock exchange/market]] of the Notes described herein pursuant to the S\$2,000,000,000 Euro Medium Term Note Programme.

RESPONSIBILITY

The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Pricing Supplement. The admission of the Notes to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantor, the S\$2,000,000,000 Euro Medium Term Note Programme or the Notes.

The Issuer [and the Guarantor each] accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of [DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.] as Issuer:

By:
Duly authorised

Name:

Title:

By:
Duly authorised

Name:

Title:

[Signed on behalf of DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)
as Guarantor:

By:
Duly authorised

Name:

Title:

By:
Duly authorised

Name:

Title:]

FORM OF PRICING SUPPLEMENT FOR SECURITIES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Securities issued under the Programme.

[PRIIPS REGULATION/PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Securities 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 Directive 2014/65/EU (as amended, “**EU MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (“**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities 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 Securities 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 (“**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; 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 European Union (Withdrawal) Act 2018. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[EU 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 Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**EU MiFID II**”); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (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 Securities has led to the conclusion that: (i) the target market for the Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), 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 (“**UK MiFIR**”); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any 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 Securities (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

Pricing Supplement dated [●]

[DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.]

**Issue of [Aggregate Nominal Amount of Series] [Title of Securities]
under the S\$2,000,000,000 Euro Medium Term Note Programme**

The document constitutes the Pricing Supplement relating to the issue of the Securities described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Offering Circular dated 18 October 2024. This Pricing Supplement contains the final terms of the Securities and must be read in conjunction with such Offering Circular [and the supplemental Offering Circular dated [date]].

[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 Conditions (the “**Conditions**”) set forth in the Offering Circular dated [original date]. This Pricing Supplement contains the final terms of the Securities and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto.]

The Securities [and the Guarantee thereof] have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and Securities in bearer form are subject to U.S. tax law requirements. The Securities may not be offered, sold or (in the case of Securities in bearer form) delivered within the United States except in certain transactions exempt from the registration requirements of the Securities Act.

[The following alternative language applies if an advance ruling is sought from the Inland Revenue Authority of Singapore:

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 Securities as “debt securities” for the purposes of the Income Tax Act 1947 of Singapore (the “**ITA**”) and the distributions (including Arrears of Distribution and any Additional Distribution Amounts) made under the Securities as interest payable on indebtedness such that holders of the Securities 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.

There is no guarantee that a favourable ruling will be obtained from the IRAS. In addition, no assurance is given that the Issuer (as defined below) can provide all information or documents requested by IRAS for the purpose of the ruling request, and a ruling may not therefore be issued. If the Securities are not regarded as debt securities for the purposes of the ITA 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 Securities 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 Securities.]

Where interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, early redemption fee or redemption premium is derived from any of the Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions and if applicable) under the ITA, shall not apply if such person acquires such Securities 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, early redemption fee or redemption premium derived from the Securities is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.

[Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (“SFA”):

The Securities 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).]

[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 sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]

1. (i) Issuer: [DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.]

 [(ii) Guarantor: [DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]
2. (i) Series Number: [●]

 (ii) Tranche Number: [●]

 [(iii) Date on which the Securities become fungible: [Not Applicable]/[The Securities shall be consolidated, form a single series and be interchangeable for trading purposes with the [identify earlier tranches of Securities] on [–]/the Issue Date/exchange of the Temporary Global Security for interests in the Permanent Global Security, as referred to in paragraph [24] below [which is expected to occur on or about [●]].]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]

 (i) Series: [●]

 (ii) Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
6. (i) Specified Denominations: [●]

 (ii) Calculation Amount: [●]
7. (i) Issue Date: [●]

 (ii) Distribution Commencement Date: [Specify/Issue Date/Not Applicable]
8. Distribution Basis: [[●] per cent. Fixed Rate] (see paragraph [12/13/14] below)

9. Put/Call Options: [Redemption upon a Tax Event]
 [Redemption at the option of the Issuer]
 [Redemption upon a Rating Event]
 [Redemption upon a Tax Deductibility Event]
 [Redemption upon an Accounting Event]
 [Redemption upon a Regulatory Event]
 [Redemption in the case of minimal outstanding amount]
 [Redemption upon cessation or suspension in trading of Units in OUE REIT (Delisting/ Suspension of Trading)]
 [(further particulars specified below)]
(If Securities are being cleared through Clearstream, Luxembourg or Euroclear they will require a minimum of five days' notice for the exercise of any Issuer's Redemption Option.)
10. Status of the Securities: [Senior/Subordinated]

PROVISIONS RELATING TO DISTRIBUTION (IF ANY) PAYABLE

11. **Fixed Rate Security Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Distribution: [[●] per cent. per annum payable in arrear on each Distribution Payment Date]/
(or if the Rate of Distribution of the Securities is to be subject to reset, consider the following)
- [(a) in respect of the period from, and including, the Issue Date to, but excluding, the First Reset Date, the Rate of Distribution; and
 (b) in respect of the period from, and including, the First Reset Date to, but excluding, the immediately following Rest Date up to the Maturity Date, the Reset Distribution Rate,]
(or if the Rate of Distribution of the Securities is to be subject to step-up, consider the following)
- [(a) in respect of the period from, and including, the Issue Date to, but excluding, the Step-Up Date, the Rate of Distribution; and
 (b) in respect of the period from, and including, the Step-Up Date up to the Maturity Date, the Step-Up Distribution Rate,]

(iii)	Reset Provisions:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	First Reset Date:	[●]
	Reset Date:	[●]
	Rate of Distribution:	[●] per cent. per annum payable in arrear on each Distribution Payment Date;
	Reset Distribution Rate:	[●] per cent. per annum payable in arrear on each Distribution Payment Date
	Relevant Rate:	SORA-OIS
	Initial Spread:	[●] per cent. per annum
(iv)	Step-Up	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	Step-Up Date:	[●]
	Step-Up Margin:	[●] per cent. per annum
	Rate of Distribution:	[●] per cent. per annum payable in arrear on each Distribution Payment Date
	Step-Up Distribution Rate:	[●] per cent. per annum payable in arrear on each Distribution Payment Date
(v)	Distribution Payment Date(s):	[●] and [●] in each year [adjusted in accordance with [specify Business day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]
(vi)	Fixed Distribution Amount[(s)]:	[●] per Calculation Amount
(vii)	Broken Amount(s):	[Not Applicable]/[[●] per Calculation Amount, payable on the Distribution Payment Date falling [in/on] [●]]
(viii)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/other]
12.	Floating Rate Security Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Interest Period(s):	[●]
(ii)	Specified Period:	[●]

(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")

(iii) Specified Interest Payment Dates:

[●]

(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")

(iv) First Interest Payment Date:

[●]

(v) Business Day Convention:

[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ FRN Convention/ Floating Rate Convention/ Euroclear Convention/other (give details)] [Not Applicable]

(vi) Additional Business Centre(s):

[Not Applicable/give details]

(vii) Manner in which the Rate(s) of Interest is/are to be determined:

[Screen Rate Determination/ISDA Determination/ other (give details)]

(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent):

[[Name] shall be the Calculation Agent (no need to specify if the Principal Paying Agent is to perform this function)]

(ix) Screen Rate Determination:

[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*

• Reference Rate:

[SONIA/SOFR/€STR/SONIA compounded Index/ SOFR Compounded Index/SORA]

• Observation Method:

[Lag/Observation Shift]

• Lag Period:

[5/[●] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/ Not Applicable]

• Observation Shift Period:

[5/[●] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days /Not Applicable]

(NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)

- D: [360/365/[●]]/[Not Applicable]
- Index Determination: [Applicable/Not Applicable]
- SONIA Compounded Index: [Applicable/Not Applicable]
- SOFR Compounded Index: [Applicable/Not Applicable]
- Relevant Decimal Place: [●] [5/7] (*unless otherwise specified in the Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index*)
- Relevant Number of Index Days: [●] [5] (*unless otherwise specified in the Pricing Supplement, the Relevant Number shall be 5*)
- Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ [●] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date]
- Relevant Screen Page: [●]
- Relevant Time: [●]
- Relevant Financial Centre: [●]
- SORA Benchmark: [Compounded Daily SORA/SORA Index Average]
- Calculation method for Compounded Daily SORA: [Lockout/SORA Lookback/SORA Backward Shifted Observation Period/SORA Payment Delay] (*Only applicable where the Reference Rate is Compounded Daily SORA*)
- (x) ISDA Determination: [Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
 - Floating Rate Option: [[●]/CHF-SARON/EUR-EuroSTR/EUR-EuroSTR Compounded Index/GBP SONIA/GBP SONIA Compounded Index/HKD-HONIA/JPY-TONA/ USD-SOFR/ USD-SOFR Compounded Index]
 - Designated Maturity: [●]
 - Reset Date: [●]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period]
 - [ISDA Definitions: [2006 ISDA Definitions/2021 ISDA Definitions]
 - Compounding: [Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- Compounding Method: [Compounding with Lookback
Lookback: [●] Applicable Business Days]¹

[Compounding with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Compounding with Lockout Lockout: [●]

Lockout Period Business Days

Lockout Period Business Days: [●]/[Applicable Business Days]]
 - Averaging: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
 - Averaging Method: [Averaging with Lookback

Lookback: [●] Applicable Business Days]

[Averaging with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business days

Observation Period Shift Additional Business Days: [●]/[Not Applicable]]\
 - Index Provisions: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
 - Index Method: Compounded Index Method with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business days

Observation Period Shift Additional Business Days: [●]/[Not Applicable]
- (xi) [Linear Interpolation: Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
- (xii) Margin(s): [+/-] [●] per cent. per annum

(xiii) Minimum Rate of Distribution:	[●] per cent. per annum
(xiv) Maximum Rate of Distribution:	[●] per cent. per annum
(xv) Day Count Fraction:	[●]
(xvi) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[●]
13. Dividend Pusher and Dividend Stopper: [Applicable/Not Applicable]
- (i) [Dividend Pusher Lookback Period: [●] months]
14. Other terms relating to the method of calculating Distribution: [Not Applicable/give details]

PROVISIONS RELATING TO REDEMPTION

15. Redemption at the option of the Issuer
- | | |
|--|---|
| (i) Optional Redemption Date(s) (Call): | [●] |
| (ii) Optional Redemption Amount (Call) of each Security: | [●] per Calculation Amount |
| [(iii) If redeemable in part: | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| <div style="margin-left: 40px;">(a) Minimum Redemption Amount:</div> | [●] per Calculation Amount |
| <div style="margin-left: 40px;">(b) Maximum Redemption Amount:</div> | [●] per Calculation Amount] |
| (iv) Notice period: | [●] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
16. Redemption upon a Rating Event: [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- | | |
|---|--|
| (i) Early Redemption Amount (Rating Event): | [As defined in the Conditions]/[●] per Calculation Amount] |
| (ii) Step-up Margin: | [●] bps |

17.	Redemption upon a Tax Event	[Applicable/Not Applicable]
18.	Redemption upon a Tax Deductibility Event:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Early Redemption Amount (Tax Deductibility Event):	[As defined in the Conditions]/[●] per Calculation Amount]
	(ii) Step-up Margin:	[●] bps
19.	Redemption upon an Accounting Event:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Early Redemption Amount (Accounting Event):	[As defined in the Conditions]/[●] per Calculation Amount]
	(ii) Step-up Margin:	[●] bps
20.	Redemption upon a Regulatory Event	[Applicable/Not Applicable]
21.	Redemption in the case of minimal outstanding amount	[Applicable/Not Applicable] <i>[Specify if Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]</i>
22.	Redemption upon cessation or suspension in trading of Units in OUE REIT Global	[Applicable/Not Applicable]
23.	Early Redemption Amount (Minimal Amount Outstanding):	[As defined in the Conditions]/[–] per Calculation Amount]
24.	Early Redemption Amount:	[As defined in the Conditions]/[–] per Calculation Amount]
25.	Conditional Purchase:	[Not Applicable/Condition 8(j) (Redemption and Purchase – Purchase) shall be conditional.]

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

26.	Special Event Substitution or Variation:	[Applicable/Not Applicable]
27.	Form of Securities:	Bearer Securities: <i>(Bearer Securities issued in compliance with the D Rules must initially be represented by a Temporary Global Security.)</i> [Temporary Global Security exchangeable for a Permanent Global Security which is exchangeable for Definitive Security on [●] days' notice /in the limited circumstances specified in the Permanent Global Security] [Temporary Global Security exchangeable for Definitive Security on [●] days' notice] [Permanent Global Security exchangeable for Definitive Security on [●] days' notice/in the limited circumstances specified in the Permanent Global Security]

Registered Securities:

[Global Security Certificate exchangeable for Individual Security Certificates on [●] days' notice /in the limited circumstances described in the Global Security Certificate]

28. Additional 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, and not interest period end dates.]

29. Use of Proceeds (if different from the "Use of Proceeds" section from the Offering Circular):

[Not Applicable/*give details*]

30. Any applicable currency disruption/ fallback provisions:

[Not Applicable/Renminbi fallback/*give details*]

31. Other terms or special conditions:

[Not Applicable/*give details*]

LISTING AND ADMISSION TO TRADING

32. Listing/Admission to Trading:

[Singapore Exchange Securities Limited/Other (specify)/None] Trading

33. Net Proceeds:

[●] (*Applicable to listed Securities only*)

DISTRIBUTION

34. Method of Distribution:

[Syndicated/Non-syndicated]

- (i) If syndicated, names of Dealers:

[Not Applicable/*give names*]

- (ii) Stabilisation Manager(s), if any:

[Not Applicable/*give names*]

- (iii) If non-syndicated, name of Dealer:

[Not Applicable/*give names and address*]

35. Total commission and concession:

[●] per cent. of the Aggregate Nominal Amount

36. U.S. Selling Restrictions:

Reg. S Category [1/2]

(In the case of Bearer Securities) – [C RULES/ D RULES/ TEFRA not applicable]

("TEFRA not applicable" may only be used for Registered Securities, or Bearer Securities with a maturity of 365 days or less (taking into account any unilateral rights to extend or roll over).

37. Additional Selling Restrictions:

[Not Applicable/*give details*]

38. Prohibition of sales to EEA retail investors: [Applicable/Not Applicable]
- (If the Securities clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Securities may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*
39. Prohibition of sales to UK retail investors: [Applicable/Not Applicable]
- (If the Securities clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Securities may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*
40. Additional selling restrictions [Not Applicable/give details]

OPERATIONAL INFORMATION

41. ISIN Code: [●]
42. Common Code: [●]
43. Any clearing system(s) other than Euroclear/Luxembourg and CDP and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
44. Delivery: Delivery [against/free of] payment
45. Names and addresses of additional Paying Agent(s) (if any): [●]/[Not Applicable]

HONG KONG SFC CODE OF CONDUCT

46. Private Bank Rebate: [A rebate of [●] bps is being offered by the [Issuer] to all private banks for orders they place (other than in relation to Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Securities distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMLs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.]/[Not Applicable]
47. Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent: [Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide]/[Not Applicable]
48. Marketing and Investor Targeting Strategy: [if different from the programme OC]

GENERAL

49. Private Bank Rebate/Commission: [Applicable/Not Applicable]

[(To be included if a PB rebate is paid)] In addition, the Issuer has agreed with the Joint Lead Managers that it will pay a commission to certain private banks in connection with the distribution of the Securities to their clients. This commission will be based on the principal amount of the Securities so distributed, and may be deducted from the purchase price for the Securities payable by such private banks upon settlement.]

50. The aggregate principal amount of Securities issued has been translated into U.S. dollars at the rate of [●], producing a sum of [●] (for Securities not denominated in U.S. dollars): [Not Applicable/ U.S.\$[●]]

51. Governing Law: [English law]/[Singapore law]

[USE OF PROCEEDS

Give details if different from the “Use of Proceeds” section in the Offering Circular.]

[STABILISATION

In connection with this issue, *[insert name of Stabilising Manager]* (the “**Stabilising Manager**”) (or persons acting on behalf of any Stabilising Manager) may over allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Securities 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 Securities and 60 days after the date of the allotment of the relevant Tranche of Securities. Any stabilising or over-allotment shall be conducted in accordance with all applicable laws and rules.]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue [and admission to trading on the *[specify relevant stock exchange/market]*] of the Securities described herein pursuant to the S\$2,000,000,000 Euro Medium Term Note Programme.

RESPONSIBILITY

The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Pricing Supplement. The admission of the Securities to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantor, the S\$2,000,000,000 Euro Medium Term Note Programme or the Securities.

The Issuer [and the Guarantor each] accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of [DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust)]/[OUE REIT Treasury Pte. Ltd.]:

By:
Duly authorised

Name:

Title:

By:
Duly authorised

Name:

Title:

[Signed on behalf of DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust) as Guarantor:

By:
Duly authorised

Name:

Title:

By:
Duly authorised

Name:

Title:

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes which, as completed, amended, supplemented and/or varied by the relevant Pricing Supplement, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Summary of Provisions Relating to the Instruments while in Global Form”. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Notes and in the relevant Pricing Supplement.

1. Introduction

- (a) **Programme:** DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust) (the “**OUE REIT Trustee**” and OUE REIT Treasury Pte. Ltd (“**ORTPL**”) have established a multicurrency euro medium term note programme (the “**Programme**”) for the issuance of up to S\$2,000,000,000 in aggregate principal amount of notes (the “**Notes**”) and/or senior and subordinated perpetual capital securities. These terms and conditions relate to Notes issued under the Programme.
- (b) **The Notes:**
 - (i) Each Series of Notes are issued either by ORTPL (such Notes issued by ORTPL, the “**Guaranteed Notes**”) or the OUE REIT Trustee pursuant to the Trust Deed (as defined below). The Guaranteed Notes issued by ORTPL will be guaranteed in the Trust Deed (as defined below) by the OUE REIT Trustee (in its capacity as guarantor, the “**Guarantor**”). References to the “Issuer” or the “relevant Issuer” shall be construed as to the Issuer specified in the relevant Pricing Supplement. References in these Conditions to the Guarantor and the Guarantee (as defined in the Trust Deed) shall apply only to Notes issued by ORTPL.
 - (ii) The Notes may be issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”). All subsequent references in these Conditions to “**Notes**” are to the Notes which are the subject of the relevant Pricing Supplement. Copies of the Trust Deed (as defined below) and the Agency Agreement (as defined below) are available for viewing during normal business hours upon prior written request and satisfactory proof of holding at the registered office for the time being of the Trustee, being at the date hereof, 160 Queen Victoria Street, London EC4V 4LA, United Kingdom. Copies of the relevant Pricing Supplement are available for viewing during normal business hours upon prior written request and satisfactory proof of holding at the Specified Office of the Principal Paying Agent. In the case of Notes cleared through CDP, the Noteholders are entitled to the benefit of a deed of covenant entered into with CDP by the Issuers dated 18 October 2024 (the “**CDP Deed of Covenant**”).
- (c) **Pricing Supplement:** Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of a pricing supplement (the “**Pricing Supplement**”) which supplements, amends and/or replaces these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented, amended and/or replaced by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement shall prevail.

- (d) **Trust Deed:** The Notes are constituted by, are subject to, and have the benefit of a trust deed dated 18 October 2024 (as amended, restated or supplemented from time to time) made between the Issuers, the Guarantor and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include any successor as Trustee), as supplemented, in respect of Notes specified to be governed by Singapore law in the applicable Pricing Supplement, by the Singapore supplemental trust deed dated 18 October 2024 (as amended, restated or supplemented from time to time, the “**Supplemental Trust Deed**” made between the same parties, together the “**Trust Deed**”).
- (e) **Agency Agreement:** The Notes are the subject of an agency agreement dated 18 October 2024 (as amended, restated or supplemented from time to time, the “**Agency Agreement**”) between the Issuers, the Guarantor, The Bank of New York Mellon, Singapore Branch, as principal issuing and paying agent (the “**Principal Paying Agent**”, which expression includes any successor principal paying agent appointed from time to time in connection with the Notes), as CDP issuing and paying agent for Notes cleared through CDP (the “**CDP Issuing and Paying Agent**”, which expression includes any successor CDP issuing and paying agent appointed from time to time in connection with the Notes and together with the Principal Paying Agent and the Non-CDP Issuing and Paying Agent, the “**Paying Agents**”), The Bank of New York Mellon, London Branch as Non-CDP issuing and paying agent for Notes cleared through Euroclear and/or Clearstream, Luxembourg (the “**Non-CDP Issuing and Paying Agent**”, which expression includes any successor Non-CDP issuing and paying agent appointed from time to time in connection with the Notes), The Bank of New York Mellon, Singapore Branch as CDP registrar and CDP transfer agent for Notes cleared through CDP (the “**CDP Registrar**” and “**CDP Transfer Agent**” which expression includes any successor CDP registrar and/or CDP transfer agent appointed from time to time in connection with the Notes), The Bank of New York Mellon SA/NV, Dublin Branch as Non-CDP registrar and Non-CDP transfer agent for Notes cleared through Euroclear and/or Clearstream, Luxembourg (the “**Non-CDP Registrar**” and “**Non-CDP Transfer Agent**” which expression includes any successor Non-CDP registrar and/or Non-CDP transfer agent appointed from time to time in connection with the Notes), the Paying Agents (together with the CDP Registrar, CDP Transfer Agent, Non-CDP Registrar and Non-CDP Transfer Agent, the “**Transfer Agents**”, which expression includes any successor or additional agents appointed from time to time in connection with the Notes) and the Trustee. In these Conditions, all references (other than in relation to the determination of interest and other amounts payable in respect of the Notes) to the “**Principal Paying Agent**” shall, with respect to a Series of Notes to be cleared other than through CDP (as defined below), be deemed to be references to the Non-CDP Issuing and Paying Agent and all such references shall be construed accordingly; all references to the “**Registrar**” shall (i) with respect to a Series of Notes to be cleared through CDP, be deemed to be references to the CDP Registrar, and (ii) with respect to a series of Notes to be cleared other than through CDP, be deemed to be references to the Non-CDP Registrar, and all references shall be construed accordingly; all references to “**Transfer Agent**” shall (i) with respect to a Series of Notes cleared through CDP, be deemed to be references to the CDP Transfer Agent, and (ii) with respect to a Series of Notes to be cleared other than through CDP, be deemed to be references to the Non-CDP Transfer Agent, and all references should be construed accordingly; and references to the “**Agents**” are to the Paying Agents and the Transfer Agents and any reference to an “**Agent**” is to any one of them.
- (f) **Summaries:** Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. Noteholders (as defined below) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

2. Interpretation

(a) **Definitions:** In these Conditions the following expressions have the following meanings:

“2006 ISDA Definitions” means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

“2021 ISDA Definitions” means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (www.isda.org);

“Accrual Yield” has the meaning given in the relevant Pricing Supplement;

“Additional Business Centre(s)” means the city or cities specified as such in the relevant Pricing Supplement;

“Additional Financial Centre(s)” means the city or cities specified as such in the relevant Pricing Supplement;

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (ii) in the case of any sum payable in Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets are open for business in Singapore;
- (iii) in relation to any sum payable in Renminbi, (A) if cleared through Euroclear and Clearstream, Luxembourg, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets are open for business and settle Renminbi payments in Hong Kong and are not authorised or obligated by law or executive order to be closed or such other location outside the People’s Republic of China as may have been agreed between the relevant Issuer and the Principal Paying Agent prior to the issue of the Notes and specified in the applicable Pricing Supplement and (B) if cleared through CDP, a day other than a Saturday or Sunday or gazetted public holiday on which commercial banks and foreign exchange markets are open for business in Singapore; and
- (iv) in relation to any sum payable in a currency other than euro, Singapore dollars and Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments generally, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;

- (ii) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention”** or **“Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the calculation agent appointed by the Issuer in respect of a Series of Notes pursuant to the terms of the Agency Agreement or such other Person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Pricing Supplement;

“Calculation Amount” has the meaning given in the relevant Pricing Supplement;
“Companies Act” means the Companies Act 1967 of Singapore;

“Coupon Sheet” means, in respect of a Note, a coupon sheet relating to the Note;

“Day Count Fraction” means, in respect of the calculation of an amount for any period of time (the **“Calculation Period”**), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

- (i) if **“Actual/Actual (ICMA)”** is so specified, means:
 - (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

- (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the 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);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, 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 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”;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, 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;

“ M_1 ” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“ M_2 ” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“ D_1 ” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

“ D_2 ” 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 D_2 will be 30; and

- (vii) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

“ Y_1 ” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“ Y_2 ” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“ M_1 ” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“ M_2 ” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“ D_1 ” 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 D_1 will be 30; and

“ D_2 ” 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 D_2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“**Depository Agreements**” means the application forms dated 18 October 2024 and 18 October 2024 and signed by the OUE REIT Trustee and ORTPL, respectively and accepted by CDP together with the terms and conditions for the provision of depository services by CDP referred to therein, as amended, varied, supplemented or replaced from time to time;

“**Determination Business Day**” means a day (other than a Saturday or Sunday or a gazetted public holiday) on which commercial banks are open for general business (including dealings in foreign exchange) in Singapore;

“**Determination Date**” means the day which is seven Determination Business Days before the due date of the relevant amount under these Conditions;

“**Early Redemption Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with these Conditions or the relevant Pricing Supplement;

“Early Termination Amount” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement;

“Extraordinary Resolution” has the meaning given in the Trust Deed;

“Final Redemption Amount” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

“First Interest Payment Date” means the date specified in the relevant Pricing Supplement;

“Fixed Coupon Amount” has the meaning given in the relevant Pricing Supplement;

“Governmental Authority” means 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;

“Group” means OUE Real Estate Investment Trust and its Subsidiaries;

“guarantee” means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness;

“Guarantee of the Notes” means the guarantee of the Notes given by the Guarantor in respect of the Guaranteed Notes in the Trust Deed;

“Holder” in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

“Illiquidity” means the general Renminbi exchange market in Singapore becomes illiquid as a result of which the relevant 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 relevant Issuer or the Guarantor in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the relevant Issuer;

“Inconvertibility” means the occurrence of any event that makes it impossible (where it had previously been possible) for the relevant Issuer or the Guarantor to convert any amount due in respect of the Notes in the general Renminbi exchange market in Singapore, other than where such impossibility is due solely to the failure of the relevant 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 relevant Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date;

“Interest Amount” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“Interest Commencement Date” means the Issue Date or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

“Interest Determination Date” has the meaning given in the relevant Pricing Supplement;

“Interest Payment Date” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case);

“Interest Period” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“Interest Period End Date” means each Interest Payment Date unless otherwise specified in the relevant Note Pricing Supplement

“ISDA” means the International Swaps and Derivatives Association, Inc. (or any successor);

“ISDA Definitions” has the meaning given in the relevant Pricing Supplement, or any successor definitional booklet for interest rate derivatives published from time to time;

“Issue Date” has the meaning given in the relevant Pricing Supplement;

“Issue Documents” means the Trust Deed, the Agency Agreement, the Depository Agreements and the CDP Deed of Covenant.

“Margin” has the meaning given in the relevant Pricing Supplement;

“Maturity Date” has the meaning given in the relevant Pricing Supplement;

“Maximum Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Minimum Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Non-transferability” means the occurrence of any event that makes it impossible for the relevant Issuer or the Guarantor to transfer Renminbi between accounts 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 relevant 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 relevant Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Noteholder”, in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

“Optional Redemption Amount (Call)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

“Optional Redemption Amount (Put)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

“Optional Redemption Date (Call)” has the meaning given in the relevant Pricing Supplement or, as the case may be, as specified in the relevant notice to Noteholders;

“Optional Redemption Date (Put)” has the meaning given in the relevant Pricing Supplement;

“OUE REIT” means OUE Real Estate Investment Trust;

“Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies (including, in the case of Notes denominated in Renminbi, settlement of Renminbi payments) may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency **provided, however, that:**

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;
- (ii) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (iii) in relation to Renminbi, it means Hong Kong or the principal financial centre as is specified in the applicable Pricing Supplement;

“Principal Subsidiaries” means, at any particular time, any Subsidiary of OUE REIT whose total assets, as shown by the accounts of such Subsidiary (consolidated (if any) in the case of a Subsidiary which itself has Subsidiaries), based upon which the latest audited consolidated accounts of the Group have been prepared, are at least 20 per cent. of the total assets of the Group as shown by such audited consolidated accounts, **provided that** if any such Subsidiary (the **“transferor”**) shall at any time transfer the whole or any part of its business, undertaking or assets to another subsidiary of OUE REIT or OUE REIT itself (the **“transferee”**) then:

- (i) if the whole of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall thereupon cease to be a Principal Subsidiary and the transferee (unless it is OUE REIT) shall thereupon become a Principal Subsidiary; and
- (ii) if part only of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall remain a Principal Subsidiary and the transferee (unless it is OUE REIT) shall thereupon become a Principal Subsidiary;

Any Subsidiary which becomes a Principal Subsidiary by virtue of paragraph (i) above or which remains or becomes a Principal Subsidiary by virtue of paragraph (ii) above shall continue to be a Principal Subsidiary until the earlier of (1) the date of issue of the first audited consolidated accounts of the Group prepared as at a date later than the date of the relevant transfer which show the total assets of such subsidiary, as shown by the accounts (consolidated in the case of a subsidiary which itself has subsidiaries) of such subsidiary, based upon which such audited consolidated accounts have been prepared, to be less than 20 per cent. of the total assets of the Group as shown by such audited consolidated accounts and (2) the date of a report by the Auditors (as defined in the Trust Deed) as described below dated on or after the date of the relevant transfer which shows the total assets of such Subsidiary to be less than 20 per cent. of the total assets of the Group. A report by the Auditors, who shall also be responsible for producing any pro forma accounts required for the above purposes, that in their opinion a Subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive;

“Property Funds Appendix” means Appendix 6 of the Code on Collective Investment Schemes, issued by the Monetary Authority of Singapore, as amended, varied or supplemented from time to time;

“Put Option Notice” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“Put Option Receipt” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“Rate of Interest” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement;

“Redemption Amount” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Pricing Supplement;

“Reference Banks” has the meaning given in the relevant Pricing Supplement or, if none: four major banks selected by the relevant Issuer (or an agent appointed by it) in the market that is most closely connected with the Reference Rate;

“Reference Price” has the meaning given in the relevant Pricing Supplement;

“Reference Rate” has the meaning given in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;

“Regular Period” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“REIT Manager” means OUE REIT Management. Pte. Ltd., as the manager of OUE REIT;

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which, the full amount of such moneys having been so received, notice to that effect has been given to the Noteholders;

“Relevant Financial Centre” has the meaning given in the relevant Pricing Supplement;

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section 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, (in the case of Floating Rate Notes where the Reference Rate is specified as being SORA) 11:00 a.m. (Singapore time), or has the meaning given in the relevant Pricing Supplement;

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Singapore;

“Reserved Matter” means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

“Singapore Dollar Equivalent” means the Renminbi amount converted into Singapore dollars using the relevant Spot Rate for the relevant Determination Date;

“Specified Currency” has the meaning given in the relevant Pricing Supplement;

“Specified Denomination(s)” has the meaning given in the relevant Pricing Supplement;

“Specified Office” has the meaning given in the Agency Agreement;

“Specified Period” has the meaning given in the relevant Pricing Supplement;

“Spot Rate” means, for a Determination Date, the spot Renminbi/Singapore dollar exchange rate as determined by the relevant 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 relevant Issuer may determine the rate taking into consideration all available information which the relevant 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;

“Subsidiary” or **“Subsidiaries”** means any company which is for the time being, a subsidiary within the meaning of Section 5 of the Companies Act and, in relation to OUE REIT, means any company, corporation, trust, fund or other entity (whether or not a body corporate):

- (i) which is controlled, directly or indirectly, by OUE REIT (through its trustee); or
- (ii) more than half of the voting power of which is beneficially owned, directly or indirectly, by OUE REIT (through its trustee); or
- (iii) which is a subsidiary of any company, corporation, trust, fund or other entity (whether or not a body corporate) to which paragraph (i) or (ii) above applies,

and for these purposes, any company, corporation, trust, fund or other entity (whether or not a body corporate) shall be treated as being controlled by OUE REIT if OUE Global (whether through its trustee or otherwise) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

“Talon” means a talon for further Coupons;

“TARGET Settlement Day” means any day on which T2 is open for the settlement of payments in euro;

“T2” means the real time gross settlement system operated by the Eurosystem, or any successor system; and

“Zero Coupon Note” means a Note specified as such in the relevant Pricing Supplement.

(b) **Interpretation:** In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Trust Deed;
- (vii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes; and
- (viii) any reference to the Trust Deed or the Agency Agreement shall be construed as a reference to the Trust Deed or the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. Form, Denomination, Title and Transfer

- (a) **Bearer Notes:** Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Pricing Supplement, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. Registered Notes may not be exchanged for Bearer Notes.
- (b) **Title to Bearer Notes:** Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, “**Holder**” means the holder of such Bearer Note and “**Noteholder**” and “**Couponholder**” shall be construed accordingly.
- (c) **Registered Notes:** Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Pricing Supplement and higher integral multiples of a smaller amount specified in the relevant Pricing Supplement. Bearer Notes may not be exchanged for Registered Notes.
- (d) **Title to Registered Notes:** The Registrar will maintain the register (the “**Register**”) in accordance with the provisions of the Agency Agreement. A certificate (each, a “**Note Certificate**”) will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, “Holder” means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and “Noteholder” shall be construed accordingly.
- (e) **Ownership:** The Holder of any Note or Coupon or Talon shall (except as ordered by a court of competent jurisdiction or otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under (i) if the Notes are specified to be governed by English law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 1999, or (ii) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 2001 of Singapore.

- (f) **Transfers of Registered Notes:** Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Registered Notes will be issued to the transferor.
- (g) **Registration and delivery of Note Certificates:** Within five business days of the surrender of a Note Certificate in accordance with paragraph (f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured mail to the address specified for the purpose by such relevant Holder. In this paragraph (g), “business day” means a day (other than a Saturday, a Sunday or public holiday) on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (h) **No charge:** The transfer of a Registered Note will be effected without charge by or on behalf of the relevant Issuer, the Guarantor or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (i) **Closed periods:** Noteholders may not require transfers to be registered (i) during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes, (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 11(f) (*Record date*)).
- (j) **Regulations concerning transfers and registration:** All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the relevant Issuer with the prior written approval of the Registrar and the Trustee, or by the Registrar with the prior written approval of the Trustee. A copy of the current regulations will be made available for inspection or by e-mail by the Registrar to any Noteholder upon prior written request and satisfactory proof of holding.

4. **Status and Guarantee**

- (a) **Status of the Notes:** The Notes constitute direct, unconditional, unsubordinated and (subject to Condition 5(a) (*Negative pledge*)) unsecured obligations of the relevant Issuer and will at all times rank *pari passu* and without any preference or priority among themselves and *pari passu* with all other present and future unsecured obligations of the relevant Issuer (other than subordinated obligations and priorities created by law).
- (b) **Status of the Guarantee:** The Guarantor has, in respect of each Tranche of Guaranteed Notes, in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by ORTPL in respect of the Notes. This Guarantee of the Notes constitutes direct, unconditional, unsubordinated and (subject to Condition 5(a) (*Negative pledge*)) unsecured obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor (other than subordinated obligations and priorities created by law).

5. Covenants

- (a) **Negative pledge:** So long as any of the Notes or Coupons remains outstanding the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries will not create or permit to subsist, any security on or over any part of its undertaking, assets or revenues, whether present or future, to secure any Capital Markets Indebtedness, without also, at the same time or prior thereto (i) securing its indebtedness under the Trust Deed so that the Notes and the Coupons, or, as the case may be, the Guarantor's obligations under the Guarantee are secured equally or rateably with such Capital Markets Indebtedness; or (ii) providing the Notes then outstanding with the benefit of other security as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders, **provided that**, nothing in this Condition 5(a) shall apply to: (1) any security existing as the Issue Date of the Notes (or for Notes of a Series with more than one Tranche, the Issue Date of the first Tranche of that Series) (the "**Original Issue Date**") which was created to secure any Capital Markets Indebtedness incurred on or prior to the Original Issue Date ("**Outstanding Capital Markets Indebtedness**"); (2) any security created subsequent to the Original Issue Date (A) as additional top-up security to secure any Outstanding Capital Markets Indebtedness and (B) to satisfy the security margins contained in the finance documents pursuant to which such Outstanding Capital Markets Indebtedness referred to in (2)(A) was incurred; or (3) any security created for the purpose of refinancing any Outstanding Capital Markets Indebtedness.

For the purposes of this Condition 5(a), "**Capital Markets Indebtedness**" means any indebtedness for moneys borrowed or interest thereon in the form of bonds, convertible bonds, notes, debentures, loan stock or other similar securities that are or are capable of being quoted, listed or ordinarily dealt with in any stock exchange, over-the-counter or other securities market.

- (b) **Financial Covenant:** For so long as any of the Notes or Coupons remains outstanding, OUE REIT will comply with the requirements on aggregate leverage imposed on real estate investment trusts prescribed in the Property Funds Appendix, which for the avoidance of doubt shall include any changes to the aggregate leverage requirements as may be prescribed in the Property Funds Appendix and which may come into effect after the Issue Date of the Notes and during the term of the Notes.

6. Fixed Rate Note Provisions

- (a) **Application:** This Condition 6 is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.
- (b) **Accrual of interest:** The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the Relevant Date.
- (c) **Fixed Coupon Amount:** The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) **Calculation of interest amount:** The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation

Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

- (e) **Notes accruing interest otherwise than a Fixed Coupon Amount:** This Condition 6(e) shall apply to Notes to which the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, and only where the Pricing Supplement for such Notes specify that the Interest Payment Dates are subject to adjustment in accordance with the Business Day Convention specified therein. The relevant amount of interest payable in respect of each Note for any Interest Period for such Notes shall be calculated by the Calculation Agent by multiplying the product of the Rate of Interest and the Calculation Amount by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). The Calculation Agent shall cause the relevant amount of interest and the relevant Interest Payment Date to be notified to the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Registrar (in the case of Registered Notes) and the Noteholders in accordance with Condition 20 (*Notices*) and, if the Notes are listed on a stock exchange and the rules of such exchange so requires, the relevant Issuer shall notify such exchange as soon as possible after their determination or calculation but in no event later than the fourth Business day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

7. Floating Rate Note Provisions

- (a) **Application:** This Condition 7 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, **provided that**, 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 below in this Condition 7, the Reference Rate in respect of such Notes will be determined in the applicable Pricing Supplement.
- (b) **Accrual of interest:** The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7(b) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the Relevant Date.
- (c) **Screen Rate Determination:** If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
 - (A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

- (B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the relevant Issuer (or an agent appointed by it) determines appropriate;

- (iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iv) if, in the case of paragraph (i) above, such rate does not appear on that page or, in the case of paragraph (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the relevant Issuer (or any agent appointed by it) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date offered to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time and the relevant Issuer (or any agent appointed by it) shall notify the Calculation Agent of the same. The Calculation Agent will determine the arithmetic mean of such quotations; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the relevant Issuer (or any agent appointed by it) and notified to the Calculation Agent, at approximately 11:00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading international banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period, 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.

- (d) **ISDA Determination:** If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin (if any) and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;

- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement;
- (iii) the relevant Reset Date (as defined in the ISDA Definitions), unless otherwise specified in the relevant Pricing Supplement, has the meaning given to it in the ISDA Definitions; and
- (iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:
 - (A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
 - (B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the relevant Issuer determines appropriate.

(e) **Interest – Floating Rate Notes referencing SONIA**

- (i) This Condition 7(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “SONIA”.
- (ii) Where “SONIA” is specified as the Reference Rate in the Pricing Supplement, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.
- (iii) For the purposes of this Condition 7(e):

“**Compounded Daily SONIA**”, with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-PLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

“**d**” means the number of calendar days in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**d_o**” means the number of London Banking Days in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or

- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“i” means a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

to, and including, the last London Banking Day in such period;

“**Interest Determination Date**” means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

“**London Banking Day**” or “**LBD**” means any day (excluding Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“ni” for any London Banking Day “i”, in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day “i” up to, but excluding, the following London Banking Day;

“**Observation Period**” means, in respect of an Interest Period, the period from, and including, the date falling “p” London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

“p” for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 London Banking Days;

“**SONIA Reference Rate**” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

“**SONIA_i – pLBD**” means the SONIA Reference Rate for:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the London Banking Day falling “p” London Banking Days prior to the relevant London Banking Day “i”; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement; the relevant London Banking Day “i”;

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

- (iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 7(n) (*Benchmark Replacement (Independent Adviser)*), be:
 - (A) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).
- (v) Subject to Condition 7(n) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(e), the Rate of Interest shall be (A) 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 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, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin or Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).
- (f) **Interest – Floating Rate Notes referencing SOFR**
 - (i) This Condition 7(f) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the "Reference Rate" is specified in the relevant Pricing Supplement as being "SOFR".
 - (ii) Where "SOFR" is specified as the Reference Rate in the Pricing Supplement, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
 - (iii) For the purposes of this Condition 7(f):

"Benchmark" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 7(f).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the relevant Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 7(f)(iv) below will apply.

"Compounded SOFR" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

"d" is the number of calendar days in:

- (A) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

"d_o" is the number of U.S. Government Securities Business Days in:

- (A) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

"i" is a series of whole numbers from one to d_o, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (A) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

"Interest Determination Date" means, in respect of any Interest Period, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

“**ni**” for any U.S. Government Securities Business Day “**i**” in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**Observation Period**” in respect of an Interest Period means the period from, and including, the date falling “**p**” U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling “**p**” U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling “**p**” U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“**p**” for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 U.S. Government Securities Business Days;

“**SOFR**” with respect to any U.S. Government Securities Business Day, means:

- (A) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the “**SOFR Determination Time**”); or
- (B) Subject to Condition 7(f)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator’s Website;

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

“**SOFR Administrator’s Website**” means the website of the Federal Reserve Bank of New York, or any successor source;

“**SOFRi**” means the SOFR for:

- (A) where “Lag” is specified as the Observation Method in the applicable Pricing Supplement, the U.S. Government Securities Business Day falling “**p**” U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day “**i**”; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant U.S. Government Securities Business Day “**i**”; 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) If the relevant Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition 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. In connection with the implementation of a Benchmark Replacement, the relevant Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Trustee or Noteholders.

Any determination, decision or election that may be made by the relevant Issuer pursuant to this section, 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:

- (A) will be conclusive and binding absent manifest error;
- (B) will be made in the sole discretion of the relevant Issuer; and
- (C) 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.

“Benchmark” means, initially, Compounded SOFR, as such term is defined above; **provided that** if the relevant Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then “Benchmark” shall mean the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the relevant Issuer as of the Benchmark Replacement Date:

- (A) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (2) the Benchmark Replacement Adjustment;
- (B) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or
- (C) the sum of: (1) the alternate rate of interest that has been selected by the relevant Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark 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 relevant Issuer as of the Benchmark Replacement Date:

- (A) 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;
- (B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the relevant Issuer 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 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 definition of “Interest Period”, the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the relevant Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the relevant Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the relevant Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the relevant Issuer determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (A) in the case of sub-paragraph (A) or (B) of the definition of **“Benchmark Transition Event”**, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (B) in the case of sub-paragraph (C) of the definition of **“Benchmark Transition Event”**, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives 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;

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (A) 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
- (B) 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
- (C) 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;

“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 for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the relevant Issuer 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.

- (v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 7(f)(iv) above will be notified in writing promptly by the relevant Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer:

- (A) confirming (i) that a Benchmark Transition Event has occurred, (ii) the relevant Benchmark Replacement and, (iii) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 7(f); and
- (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

The Trustee and the Agents shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof. Subject to the notice set out in this Condition 7(f), the Trustee, the Calculation Agent and the Agents shall without any requirement for the consent or approval of relevant Noteholders, vary these Conditions to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice (and for the avoidance of doubt, the Trustee, the Calculation Agent and/or the Agents shall, at the direction and expense of the relevant Issuer, without any consent or approval of the Noteholders, consent to and effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as the Trustee may be required in order to give effect to this Condition 7(f)).

- (vi) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(f), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(g) **Interest – Floating Rate Notes referencing €STR**

- (i) This Condition 7(g) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “€STR”.
- (ii) Where “€STR” is specified as the Reference Rate in the Pricing Supplement, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 7(g):

“**Compounded Daily €STR**” means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

“**d**” means the number of calendar days in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**D**” means the number specified as such in the relevant Pricing Supplement (or, if no such number is specified, 360);

“**d_o**” means the number of TARGET Settlement Days in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

the “**€STR reference rate**”, in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate (“**€STR**”) for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

“**€STR_i**” means the €STR reference rate for:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the TARGET Settlement Day falling “p” TARGET Settlement Days prior to the relevant TARGET Settlement Day “i”; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant TARGET Settlement Day “i”.

“**i**” is a series of whole numbers from one to “do”, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period; or
- (B) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

“**ni**” for any TARGET Settlement Day “i” in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day “i” up to (but excluding) the following TARGET Settlement Day;

“**Observation Period**” means, in respect of any Interest Period, the period from (and including) the date falling “p” TARGET Settlement Days prior to the first day of the relevant Interest Period (and the final Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “p” TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

“**p**” for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 TARGET Settlement Days.

- (iv) Subject to Condition 7(n) (*Benchmark Replacement (Independent Adviser)*), if, where any Rate of Interest is to be calculated pursuant to Condition 7(g)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

- (v) Subject to Condition 7(n) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(g)(ii), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(h) **Interest – SONIA Compounded Index and SOFR Compounded Index**

Where “Index Determination” is specified in the relevant Pricing Supplement as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{\text{Compound Index End}}{\text{Compound Index Start}} - 1 \right) \times \frac{\text{Numerator}}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

“**Compounded Index**” shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Pricing Supplement;

“**d**” is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

“**End**” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

“**Index Days**” means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

“**Numerator**” means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

“**Relevant Decimal Place**” shall, unless otherwise specified in the Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards); and

“**Relevant Number**” is as specified in the applicable Pricing Supplement, but, unless otherwise specified shall be five.

“**SONIA Compounded Index**” means the Compounded Daily SONIA rate as published at 10:00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England’s Interactive Statistical Database, or any successor source;

“SOFR Compounded Index” means the Compounded Daily SOFR rate as published at 3:00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

“Start” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Pricing Supplement and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 7(e) (*Interest – Floating Rate Notes referencing SONIA*) or Condition 7(f) (*Interest – Floating Rate Notes referencing SOFR*), as applicable) had been specified instead in the Pricing Supplement, and in each case “Observation Shift” had been specified as the Observation Method in the relevant Pricing Supplement, and where the Observation Shift Period for the purposes of that definition in Condition 7(e) (*Interest – Floating Rate Notes referencing SONIA*) or Condition 7(f) (*Interest – Floating Rate Notes referencing SOFR*) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Pricing Supplement and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the relevant Issuer. For the avoidance of doubt, if (i) (in the case of SONIA Compounded Index) a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 7(n) (*Benchmark Replacement (Independent Adviser)*) shall apply, and (ii) (in the case of SOFR Compounded Index) a Benchmark Transition Event and its related Benchmark Replacement Date has occurred in respect of SOFR, the provisions of Condition 7(f)(iv) shall apply.

(i) **Interest – Singapore Overnight Rate Average (“SORA”)**

(i) This Condition 7(i) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “SORA” (in which case such Note will be a **“SORA Note”**). The Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SORA Benchmark (as defined below) plus or minus the Margin.

(ii) The **“SORA Benchmark”** will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to Condition 7(o) (*Benchmark Replacement (SORA)*):

(A) If Compounded Daily SORA is specified in the applicable Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be determined based on Compounded Daily SORA, which shall be calculated 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 relevant Interest Determination Date in accordance with one of the formulas referenced below depending upon which is specified in the applicable Pricing Supplement:

(1) Where Lockout is specified 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 to the last Singapore Business Day in such Interest Accrual Period;

“**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 number of Singapore Business Days specified in the applicable Pricing Supplement, which in no event shall be less than five Singapore Business Days);

“**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 (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**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:

- (l) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

- (II) 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 Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period.

- (2) Where SORA Lookback is specified 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%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_{i-xSBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

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 to the last Singapore Business Day in such Interest Accrual Period;

“**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, unless otherwise specified in the relevant Pricing Supplement;

“**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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the SORA Notes become due and payable);

“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 <https://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 Singapore Business Day immediately following such Singapore Business Day “i”; and

“SORA_i – x 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the relevant Singapore Business Day “i”.

- (3) Where SORA Backward Shifted Observation Period is specified 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%), 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 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 do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

“**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, unless otherwise specified in the relevant Pricing Supplement;

“**ni**”, 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**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 <https://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 Singapore Business Day immediately following such Singapore Business Day “**i**”; and

“**SORAI**” means, in respect of any Singapore Business Day falling “**i**” in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day “**i**”.

- (4) Where SORA Payment Delay is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to a 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 do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

“**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** if the Notes are being redeemed, the Interest Determination Date with respect to the final Interest Accrual Period will be one Singapore Business Day after the SORA Rate Cut-Off Date;

“**Interest Payment Date**” shall be the date falling the number of Business Days equal to the Interest Payment Delay following each Interest Period End Date; **provided that** if the Notes are being redeemed, the Interest Payment Date with respect to the final Interest Accrual Period will be the redemption date;

“**Interest Payment Delay**” means five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**ni**”, 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 <https://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 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 a number of Singapore Business Days prior to the end of the final Interest Accrual Period or the relevant redemption date, as applicable, as specified in the applicable Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or any 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.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

- (B) For each Floating Rate Note where the Reference Rate is specified as being SORA and the SORA Benchmark is specified as being the SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Accrual Period shall be determined based on the SORA Index Average which shall be calculated 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 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:

"**dc**" means the number of calendar days from (and including) the SORA IndexStart to (but excluding) the SORA IndexEnd;

"**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 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 <https://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, 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 7(i)(ii)(A)(2), 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 IndexStart as specified in the applicable Pricing Supplement;

"**SORA IndexEnd**" means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Interest Period End Date relating to such relevant Interest Accrual Period;

"**SORA IndexStart**" means the SORA Index value on the date falling five Singapore Business Days (or such other 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.

- (C) If, subject to Condition 7(o) (*Benchmark Replacement (SORA)*), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day “i”, SORA in respect of such Singapore Business Day “i” has not been published and a SORA Index Cessation Event has not occurred, then SORA for that Singapore Business Day “i” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (D) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 7(o) (*Benchmark Replacement (SORA)*), the Rate of Interest shall be:
 - (1) that determined as at the last preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off 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
 - (2) if there is no such preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of 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).
- (E) If the relevant Series of SORA Notes becomes due and payable in accordance with Condition 13 (*Events of Default*), 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 applicable SORA Benchmark 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.
- (j) **Maximum or Minimum Rate of Interest:** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (k) **Calculation of Interest Amount:** The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a

“sub-unit” means, in the case of any currency other than United States dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of United States dollars, means one cent.

- (l) **Publication:** The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the relevant Issuer, the Guarantor, the Trustee and Paying Agents as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given by the relevant Issuer to the Noteholders and, if the Notes have been admitted to listing, trading and/or quotation to any stock exchange and/or quotation system and the rules of the relevant competent authority or such stock exchange and/or quotation system so require, to such competent authority, stock exchange and/or quotation system. The relevant Issuer, the Guarantor, the Trustee and the Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

- (m) **Notifications etc:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7(m) by the Calculation Agent will (in the absence of manifest error) be binding on the relevant Issuer, the Guarantor, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

- (n) **Benchmark Replacement (Independent Adviser)**

Other than in the case of a U.S. dollar-denominated floating rate Note for which the Reference Rate is specified in the relevant Pricing Supplement as being “SOFR” or “SOFR Compounded Index”, if a Benchmark Event occurs in relation to the Reference Rate when the Rate of Interest (or any component part thereof) for any Interest Period remains to be determined by reference to such Reference Rate, then the relevant 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 7(n)(i)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 7(n)(ii)) and any Benchmark Amendments (in accordance with Condition 7(n)(iii)).

An Independent Adviser appointed pursuant this Condition 7(n) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the relevant Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the relevant Issuer, the Guarantor, the Trustee, the Agents or the Noteholders for any determination made by it pursuant to this Condition 7(n)), and the Trustee and the Agents will not be liable for any loss, liability, cost, charge or expense which may arise as a result thereof.

- (i) If the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion that:
- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in this Condition 7(n)(i)) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for the relevant Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Successor Rate; or

- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in this Condition 7(n)(i)) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for the relevant Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Alternative Rate.
- (ii) If the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Rate (as the case may be).
- (iii) If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 7(n) and the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion (i) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **"Benchmark Amendments"**) and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, following consultation with the Calculation Agent (or the person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate of Interest and the Interest Amount(s)), subject to giving notice thereof in accordance with this Condition 7(n)(iii), without any requirement for the consent or approval of relevant Noteholders, vary these Conditions and/or the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice (and for the avoidance of doubt, the Trustee, the Calculation Agent and/or the Agents shall, at the direction and expense of the relevant Issuer, without any requirement for consent or approval of the Noteholders, consent to and effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as the Trustee, the Agents and (if applicable) the Calculation Agent may be required in order to give effect to this Condition 7(n)).

Noteholder consent shall not be required in connection with effecting the Successor Rate or Alternative Rate (as applicable) or such other changes, including for the execution of any documents or other steps by the Trustee, the Principal Paying Agent or the Calculation Agent (if required).

- (iv) If (A) the relevant Issuer is unable to appoint an Independent Adviser or (B) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 7(n) prior to the relevant Interest Determination Date, the relevant Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which, an Alternative Rate and, in either case, an Adjustment Spread if any and any Benchmark Amendments. If there has not been a First Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. For the avoidance of doubt, any adjustment pursuant to this Condition 7(n)(iii) shall apply to the relevant Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 7(n).
- (v) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n) will be notified promptly by the relevant Issuer to the Guarantor, the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

- (vi) No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer:

- (A) confirming (i) that a Benchmark Event has occurred, (ii) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (iii) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and
- (B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee and the Agents shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof.

- (vii) The Successor Rate or Alternative Rate 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 such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the relevant Issuer, the Guarantor, the Trustee and Principal Paying Agent, the Calculation Agent, the other Paying Agents and the Noteholders.
- (viii) As used in this Condition 7(n):

“Adjustment Spread” means either a spread (which may be positive or negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(n)(iv) above) determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (C) (if no such determination has been made) the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(n)(iv) above) determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (D) (if the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(n)(iv) above) determines that no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(n)(iv) above) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Reference Rate with 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 (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(n)(iv) above) determines in accordance with this Condition 7(n) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the Specified Currency;

“Benchmark Amendments” has the meaning given to it in Condition 7(n)(iii);

“Benchmark Event” means:

- (A) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the “Specified Future Date”); or
- (C) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by the Specified Future Date, be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate has been or will, by the Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (E) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is or will, by the Specified Future Date, be no longer representative of an underlying market or the methodology to calculate such Reference Rate has, or will by the Specified Future Date, materially changed; or
- (F) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent, the relevant Issuer or any other party to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/ 1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (B), (C), (D) or (E) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

“Independent Adviser” means an independent financial institution of international repute or other independent financial adviser with appropriate expertise or experienced in the international capital markets, in each case appointed by the relevant Issuer at its own expense;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (A) 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

- (B) 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; and

“**Successor Rate**” means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

(o) **Benchmark Replacement (SORA)**

This Condition 7(o) shall only apply to Singapore dollar-denominated Notes where so specified in the relevant Pricing Supplement.

Where the Pricing Supplement specifies this Condition 7(o) as applicable:

(i) **Independent Adviser**

Notwithstanding the provisions above in Condition 7(n) (*Benchmark Replacement (Independent Adviser)*), if a SORA Index Cessation 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 relevant 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 7(o)(ii) (*Benchmark Replacement*)) and an Adjustment Spread, if any (in accordance with Condition 7(o)(iii) (*Adjustment Spread*)), and any Benchmark Amendments (in accordance with Condition 7(o)(iv) (*Benchmark Amendments*)) by the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 7(o) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the relevant Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the relevant Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the relevant Issuer in connection with any determination made by the relevant Issuer, pursuant to this Condition 7(o).

If the relevant 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 prior to the relevant Interest Determination Date, the relevant Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 7(o)(ii) (*Benchmark Replacement*)) and an Adjustment Spread if any (in accordance with Condition 7(o)(iii) (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 7(o)(iv) (*Benchmark Amendments*)).

If the relevant Issuer or the Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a First Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest which would have been applicable to the Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date. 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 shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph (i) shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 7(o)(i).

(ii) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser (in consultation with the relevant Issuer) or the Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) shall (subject to adjustments as provided for in Condition 7(o)(iii) (*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 7(o)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the relevant Issuer) or the Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(iv) Benchmark Amendments

If the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) determines (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread, and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, subject to giving notice thereof in accordance with Condition 7(o)(v) (*Notices, etc.*), without any requirement for the consent or approval of Noteholders, the Trustee or the Agents, 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 relevant Issuer, but subject to receipt by the Trustee and (if the Benchmark Amendments affect the Principal Paying Agent) the Principal Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by two authorised signatories of the relevant Issuer pursuant to Condition 7(o)(v) (*Notices, etc.*), the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall (at the expense of the relevant Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the relevant Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), **provided that** the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall not be obliged so to concur if in the reasonable opinion of the Trustee, the Principal Paying Agent and (if applicable) the Calculation 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, the Principal Paying Agent or the Calculation Agent (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement in any way.

For the avoidance of doubt, the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall, at the direction and expense of the relevant Issuer, 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 7(o)(iv). Noteholders' consent shall not be required in connection with the effecting of 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). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the relevant Issuer or the Independent Adviser 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.

In connection with any such variation in accordance with this Condition 7(o)(iv), the relevant Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

The occurrence of a SORA Index Cessation Event shall be determined by the relevant Issuer and any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(o)(v) will be notified promptly by the relevant Issuer to the Guarantor, the Trustee, the Calculation Agent, the Principal Paying Agent and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the relevant Issuer:

(A) confirming:

- (1) that a SORA Index Cessation Event has occurred;
- (2) the Benchmark Replacement; and
- (3) where applicable, any Adjustment Spread, and/or the specific terms of any Benchmark Amendments (if any),

in each case as determined in accordance with the provisions of this Condition 7(o); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement, 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, the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the relevant Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the relevant Issuer under Conditions 7(o)(i) (*Independent Adviser*), 7(o)(ii) (*Benchmark Replacement*), 7(o)(iii) (*Adjustment Spread*) and 7(o)(iv) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in this Condition 7(o) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any applicable Adjustment Spread and Benchmark Amendments, in accordance with Condition 7(o)(v) (*Notices, etc.*).

(vii) Definitions:

As used in this Condition 7(o):

“Adjustment Spread” means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (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:

- (A) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body;
- (B) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (C) is determined by the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) and 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; or with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) determines in accordance with Condition 7(o)(ii) (*Benchmark Replacement*) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic 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 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 Accrual 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 Accrual 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 relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent*

Adviser) (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 (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (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 (in consultation with the relevant Issuer) or the Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be) determines is reasonably necessary;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 7(o)(i) (*Independent Adviser*)) (as the case may be):

- (A) the Successor Rate;
- (B) the ISDA Fallback Rate; and
- (C) the Alternative Rate;

“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;

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the expense of the relevant Issuer under Condition 7(o)(i) (*Independent Adviser*);

“ISDA Fallback Adjustment” means the spread adjustment, (which may be a 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, SORA (being the originally-specified benchmark rate used to determine SORA Benchmark and the Rate of Interest), **provided that** if a SORA Index Cessation Event has occurred with respect to SORA 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):

- (A) 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

- (B) 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 Index Cessation Event” means the occurrence of one or more of the following events:

- (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) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date, 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) 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, be permanently or indefinitely discontinued; or
- (D) 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 by a specified date; or
- (E) 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, be deemed to be no longer representative; or
- (F) it has become unlawful for the Principal Paying Agent, the Calculation Agent, the relevant Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate, **provided that** the SORA Index Cessation Event shall be deemed to occur (a) in the case of sub-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, (b) in the case of sub-paragraph (D) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (E) 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; and

“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 (which rate may be produced by the Monetary Authority of Singapore or such other administrator) for the Corresponding Tenor.

8. **Zero Coupon Note Provisions**

- (a) **Application:** This Condition 8 is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Pricing Supplement as being applicable.
- (b) **Late payment on Zero Coupon Notes:** If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the Relevant Date.

9. **Redemption and Purchase**

- (a) **Scheduled redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*).
- (b) **Redemption for tax reasons:** The Notes may be redeemed at the option of the relevant Issuer in whole, but not in part:
 - (i) at any time (if this Note is not a Floating Rate Note); or
 - (ii) on any Interest Payment Date (if this Note is a Floating Rate Note),

on giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant Pricing Supplement, (which notice shall be irrevocable), at their Early Redemption Amount, together with interest accrued (if any) to (but excluding) the date fixed for redemption, if (1) the relevant Issuer (or if the Guarantee of the Notes was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*), or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws or regulations (or rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements (including a holding by a court of competent jurisdiction), or the Notes do not qualify as "qualifying debt securities" for the purposes of the Income Tax Act 1947 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 (2) such obligation cannot be avoided by the relevant Issuer or (in respect of each Tranche of Guaranteed Notes) the Guarantor taking reasonable measures available to it, **provided, however, that** no such notice of redemption shall be given earlier than:

- (A) where the Notes may be redeemed at any time, 90 days (or such other period as may be specified in the relevant Pricing Supplement) prior to the earliest date on which the relevant Issuer, or, as the case maybe, the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or
- (B) where the Notes may be redeemed only on an Interest Payment Date, 60 days (or such other period as may be specified in the relevant Pricing Supplement) prior to the Interest Payment Date occurring immediately before the earliest date on which the relevant Issuer or the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or a demand under the Guarantee of Notes were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph (b), the relevant Issuer shall deliver or procure that there is delivered to the Trustee (A) a certificate signed by a director or authorised signatory of the REIT Manager stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion, in form and substance satisfactory to the Trustee, of independent legal, tax or any other professional advisers of recognised standing to the effect that the relevant Issuer or the Guarantor has or is likely to become obliged to pay such additional amounts as a result of such change, amendment, interpretation or pronouncement.

The Trustee shall be entitled to accept and rely upon such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event they shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

References in this Condition 9(b) to “independent legal, tax or any other professional advisers of recognised standing” are not intended to and shall not in the ordinary course exclude any of the relevant Issuer’s usual tax or legal advisers, or any such adviser who may have tendered professional services to the relevant Issuer in connection with the issue and offering of the Notes.

- (c) **Redemption at the option of the Issuer:** If the Call Option is specified in the relevant Pricing Supplement as being applicable, the Notes may be redeemed at the option of the relevant Issuer in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the relevant Issuer’s giving not less than 30 nor more than 60 days’ notice to the Noteholders, or such other period(s) as may be specified in the relevant Pricing Supplement (which notice shall be irrevocable and shall oblige the relevant Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to (but excluding) such date).

If the Notes are to be redeemed in part only on any date in accordance with this Condition 9(c), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Principal Paying Agent and the relevant Issuer approve and in such manner as the Principal Paying Agent and the relevant Issuer consider appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(c) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

- (d) **Redemption at the option of Noteholders:** If the Put Option is specified in the relevant Pricing Supplement as being applicable, the relevant Issuer shall, at the option of the Holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to (but excluding) such date. In order to exercise the option contained in this Condition 9(d), the Holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Pricing Supplement), deposit with any Paying Agent such Note together with all unmatured Coupons and unexchanged Talons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying

Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(d), may be withdrawn without the prior consent of the relevant Issuer; **provided, however, that if**, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 9(d), the depositor of such Note and not such Paying Agent shall be deemed to be the Holder of such Note for all purposes.

- (e) **Mandatory Redemption upon Termination of OUE REIT:** In the event that OUE REIT is terminated in accordance with the provisions of the REIT Trust Deed (as defined in the Trust Deed), the Issuer shall redeem all (and not some only) of the Notes at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption on any date on which interest is due to be paid on such Notes or if earlier, the date of termination of OE EIT. The relevant Issuer shall forthwith notify the Noteholders pursuant to Condition 20 (*Notices*) and the Trustee and the Agents in writing of the termination of OUE REIT.
- (f) **Redemption upon cessation or suspension in trading of Units in OUE REIT (Delisting/Suspension of Trading Put Right):** If redemption upon cessation or suspension in trading the Units in OUE REIT is specified in the relevant Pricing Supplement as being applicable, if on any date (i) the Units in OUE REIT cease to be listed and/or traded on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) (a “**Delisting**”) or (ii) trading in the Units of OUE REIT is suspended for more than 10 consecutive Trading Days (as defined below) (a “**Suspension**”) on which normal trading of securities is carried out, the relevant Issuer shall, at the option of the holder of any Note (the “**Delisting/Suspension of Trading Put Right**”), redeem such Note at its Early Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption) on the date (or, if such date is not a business day, on the immediately preceding business day) falling 45 days after the relevant Effective Date (the “**Delisting/Suspension of Trading Put Date**”).

The relevant Issuer shall, within seven business days of the relevant Effective Date, procure that notice regarding the Delisting/Suspension of Trading Put Right shall be given to Noteholders (in accordance with Condition 20 (*Notices*)) stating:

- (i) the Delisting/Suspension of Trading Put Date;
- (ii) the date of such Delisting or Suspension, as the case may be;
- (i) the date by which the Delisting/Suspension of Trading Put Notice (as defined below) must be given; and
- (iii) the procedures that Noteholders must follow and the requirements that Noteholders must satisfy in order to exercise the Delisting/Suspension of Trading Put Right.

To exercise the right to require redemption of this Note, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg and CDP, deliver, at the specified office of any Paying Agent (in the case of Definitive Bearer Notes) or the Registrar (in the case of Definitive Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, no later than the date falling 21 days after the relevant Effective Date, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a “**Delisting/Suspension of Trading Put Notice**”) and in which the holder must specify a bank account (or, if payment

is required to be made by cheque, an address) to which payment is to be made under this Condition 9(g) and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 3(f) (*Transfers of Registered Notes*). If this Note is a Definitive Bearer Note, the Delisting/Suspension of Trading Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Delisting/Suspension of Trading Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream, Luxembourg or CDP, to exercise the right to require redemption of this Note, the holder of this Note must, no later than the date falling 21 days after the relevant Effective Date, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or CDP (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg or CDP or any common depositary for them to the Issuing and Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream, Luxembourg and CDP, as the case may be, from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Delisting/Suspension of Trading Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg or CDP given by a holder of any Note pursuant to this Condition 9(g) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 13 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 9(g). 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.

For the purposes of this Condition 9(g):

“Effective Date” means, in the case of paragraph (i) above, the date of cessation of trading or, in the case of paragraph (ii) above, the day immediately following the expiry of the 10 consecutive Trading Days period;

“Trading Day” means a day when the SGX-ST is open for dealing business, **provided that** if no closing price is reported in respect of the relevant Units on the SGX-ST for one or more consecutive dealing days, such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days; and

“Unit” means an undivided interest in OUE REIT as provided for in the REIT Trust Deed.

- (g) **Redemption in the case of minimal outstanding amount:** If redemption in the case of minimal outstanding amounts is specified in the relevant Pricing Supplement as being applicable, the Notes may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time or on any Interest Payment Date, on the relevant Issuer giving not less than 30 nor more than 60 days' notice to the Holders (which notice shall be irrevocable) at the Early Redemption Amount, 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.
- (h) **No other redemption:** The relevant Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (g) above or as otherwise specified in the relevant Pricing Supplement.

- (i) **Early redemption of Zero Coupon Notes:** Unless otherwise specified in the relevant Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Pricing Supplement for the purposes of this Condition 9(j) or, if none is so specified, a Day Count Fraction of 30E/360.

- (j) **Purchase:** The relevant Issuer, the Guarantor, OUE REIT or any of their respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons and unexchanged Talons are purchased therewith.
- (k) **Cancellation:** All Notes purchased by or on behalf of the relevant Issuer, the Guarantor and/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 Coupons and all unexchanged Talons to the Principal Paying Agent at its Specified Office 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 relevant Issuer, be cancelled forthwith (together with all unmatured 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 in respect of any such Notes shall be discharged.
- (l) **Calculations:** Neither the Trustee nor any of the Agents (other than the Calculation Agent and solely in respect of its functions as an appointment Calculation Agent of the relevant Issuer) shall be responsible for calculating or verifying the calculations of any amount under any notice of redemption or have a duty to verify the accuracy, validity and/or genuineness of any documents in relation to or in connection thereto, and shall not be liable to the Noteholders or any other person for not doing so.

10. Payments – Bearer Notes

This Condition 10 is only applicable to Bearer Notes.

- (a) **Principal:** Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which the payment is due on (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency, and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong.
- (b) **Interest:** Payments of interest shall, subject to paragraph (h) (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) (*Principal*) above.

- (c) **Payments in New York City:** Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the relevant Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, and payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) payment is permitted by applicable United States law.
- (d) **Payments subject to fiscal laws:** All payments in respect of the Bearer Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Deductions for unmatured Coupons:** If the relevant Pricing Supplement specifies that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph (i) would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) (*Principal*) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- (f) **Unmatured Coupons void:** If the relevant Pricing Supplement specifies that this Condition 10(f) (*Unmatured Coupons void*) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 9(b) (*Redemption for tax reasons*), Condition 9(c) (*Redemption at the option of the Issuer*), Condition 9(d) (*Redemption at the option of Noteholders*) or Condition 13 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

- (g) **Payments on business days:** If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) **Payments other than in respect of matured Coupons:** Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) (*Payments in New York City*) above).
- (i) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) **Exchange of Talons:** On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 14 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.
- (k) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the relevant Issuer or the Guarantor, in its sole discretion, is not able to satisfy payments of principal or interest in respect of Bearer Notes when due in Renminbi in Singapore, the relevant Issuer or the Guarantor may, 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 Singapore dollars on the due date at the Singapore Dollar Equivalent of any such Renminbi denominated amount. In such event, payment of the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Bearer Notes shall be made by transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

11. **Payments – Registered Notes**

This Condition 11 is only applicable to Registered Notes.

- (a) **Principal:** Payments of principal shall be made (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which payment is due (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong, and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (b) **Interest:** Payments of interest shall be made (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which payment is due (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong, and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

- (c) **Payments subject to fiscal laws:** All payments in respect of the Registered Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (d) **Payments on business days:** Payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day.
- (e) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Registered Note, the relevant Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.
- (f) **Record date:** Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the close of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**").
- (g) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the relevant Issuer or the Guarantor, in its sole discretion, is not able to satisfy payments of principal or interest in respect of Registered Notes when due in Renminbi in Singapore, the relevant Issuer or the Guarantor may, 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 Singapore dollars on the due date at the Singapore Dollar Equivalent of any such Renminbi denominated amount. In such event, payment of the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Registered Notes shall be made by transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

*So long as the Global Note Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system, each payment in respect of the Global Note Certificate will be made to the person shown as the holder in the Register at the close of business of the relevant clearing system on the Clearing System Business Day before the due date for such payments, where "**Clearing System Business Day**" means a weekday (Monday to Friday, inclusive) except 25 December and 1 January. So long as the Global Note Certificate or the Global Note is held on behalf of CDP, the record date for purposes of determining entitlements to any payment of principal, interest and any other amounts in respect of the Note shall, unless otherwise specified by the Issuer, be the date falling five business days prior to the relevant payment date (or such other date as may be prescribed by CDP).*

12. Taxation

- (a) **Gross up:** All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the relevant Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Singapore or any political subdivision therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the relevant Issuer or the Guarantor shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction 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 in respect of any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:
- (i) held by or on behalf of a Holder who is (A) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (B) liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or governmental charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
 - (ii) where the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note or Coupon would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate for payment on the last day of such period of 30 days; or
 - (iii) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note (or the Certificate representing it), or Coupon is presented for payment, but fails to do so.

Notwithstanding any other provision of these Conditions, in no event will the relevant Issuer or the Guarantor be required to pay any additional amounts in respect of the Notes and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

- (b) **Taxing jurisdiction:** If the relevant Issuer or the Guarantor becomes subject at any time to any taxing jurisdiction other than Singapore, references in these Conditions to "Singapore" shall be construed as references to Singapore and/or such other jurisdiction.
- (c) Neither the Trustee nor any Agent shall be responsible for paying any tax, duty, charges, withholding or other payment referred to in this Condition 12 or for determining whether such amounts are payable or the amount thereof, and none of them shall be responsible or liable for any failure by the relevant Issuer, the Guarantor, any Noteholder or any third party to pay such tax, duty, charges, withholding or other payment in any jurisdiction, or be responsible to provide any notice or information in relation to the Notes in connection with payment of such tax, duty, charges, withholding or other payment in any jurisdiction.

13. Events of Default

If any of the following events (“**Events of Default**”) occurs and is continuing, then the Trustee at its discretion may, and if so requested in writing by Holders of at least 25 per cent. in aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall in each case, (subject to the Trustee being indemnified, pre-funded and/or provided with security to its satisfaction) give written notice to the relevant Issuer that the Notes are immediately due and repayable, whereupon they shall become immediately due and payable at the Redemption Amount or (in the case of the Zero Coupon Notes) the Early Termination Amount together with accrued interest to the date of payment (if any):

- (a) **Non-payment:** the relevant Issuer or (in respect of Guaranteed Notes) the Guarantor does not pay the principal of or any interest or other amount payable by it on any of the Notes at the place at and in the currency in which it is expressed to be payable when due and such default continues for five business days after the due date; or
- (b) **Breach of other obligations:** the relevant Issuer or the Guarantor does not perform or comply with any one or more of its obligations (other than those referred to in paragraph (a) (*Non-payment*) above) under the Notes, the Issue Documents, the Guarantee or the Trust Deed and such default is (i) incapable of remedy or (ii) being capable of remedy, is not remedied within 30 days following the service by the Trustee giving written notice of the failure to perform or comply on the relevant Issuer and the Guarantor of notice requiring the same to be remedied; or
- (c) **Cross-default of relevant Issuer, Guarantor, OUE REIT or Principal Subsidiary:**
 - (i) any other indebtedness of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries in respect of borrowed moneys is or is declared to be or is capable of being rendered due and payable prior to its stated maturity by reason of any event of default (however described) or is not paid when due or, as the case may be, within any originally applicable grace period; or
 - (ii) the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries fails to pay when properly called upon to do so, any present or future guarantee of indebtedness for borrowed moneys,

provided that no Event of Default will occur under this paragraph (c)(i) or (c)(ii) if the aggregate amount of the indebtedness for borrowed moneys or guarantee of indebtedness for borrowed moneys falling within paragraph (c)(i) or (c)(ii) is less than S\$50,000,000 (or its equivalent in any other currency(ies));

- (d) **Insolvency, etc:** the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries (i) is (or is deemed by law or a court to be) insolvent or unable to pay its debts, or (ii) stops, suspends or threatens to stop or suspend payment of all or any material part of (or of a particular type of) its indebtedness, (iii) begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or any material part of (or of a particular type of) its indebtedness (or of any material part which it will otherwise be unable to pay when due), (iv) applies for a moratorium in respect of or affecting all or any part of its indebtedness, (v) commences negotiations with one or more of its creditors with a view to rescheduling all or a material part of (or a particular type of) its indebtedness, or (vi) proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed, effected, declared or otherwise (by operation of law) arises in respect of or affecting all or any material part of (or of a particular type of) the indebtedness of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries;

(e) **Security enforced:**

- (i) a distress, attachment, execution or other legal process (other than proceedings which are of a frivolous nature and which are being disputed in good faith and by appropriate proceedings) is levied, enforced or sued out on or against all or any material part of the property, assets or revenues of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries and is not discharged or stayed within 45 days;
 - (ii) any security on or over the whole or any material part of the assets of the Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries becomes enforceable or any action is taken to enforce it (including the taking of possession or the appointment of a receiver, administrator, administrative receiver, judicial manager or other similar person) and is not discharged within 45 days; or
- (f) **Winding-up, etc.:** any order is made, effective resolution is passed, petition is made or meeting is convened by any person with a view to the winding-up, dissolution, liquidation, termination, judicial management or administration of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer (in each case, including any provisional, interim or temporary officer or appointee) of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries or over the whole or any material part of the assets of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries (save for (i) a voluntary liquidation or winding-up of a Principal Subsidiary not involving insolvency and which does not have a material adverse effect (1) on the financial condition of the relevant Issuer or on the consolidated financial condition of the relevant Issuer, the Guarantor, OUE REIT and its subsidiaries taken as a whole or (2) on the ability of the relevant Issuer or the Guarantor to perform or comply with its payment or other material obligations under any of the Issue Documents or the Notes or, as the case may be, the Guarantee and (ii) a voluntary liquidation, winding-up or termination of the relevant Issuer, OUE REIT or a Principal Subsidiary not involving insolvency on terms approved by an Extraordinary Resolution of the Noteholders); or
- (g) **Cessation of business:** the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries ceases to carry on all or substantially all of the business of the Group, taken as a whole (otherwise than pursuant to or following a disposal, reorganisation, amalgamation or reconstruction on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders);
- (h) **Nationalisation:** any action is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or any part of the assets of the relevant Issuer, the Guarantor, OUE REIT or any of the Principal Subsidiaries, in each case, which would likely to have a material adverse effect (i) on the financial condition of the relevant Issuer or on the consolidated financial condition of the relevant Issuer, the Guarantor, OUE REIT and its subsidiaries taken as a whole or (ii) on the ability of the relevant Issuer or the Guarantor to perform or comply with its payment or other material obligations under any of the Issue Documents or the Notes or, as the case may be, the Guarantee; or
- (i) **Failure to take action:** any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer to lawfully enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes or the Trust Deed, (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) in the case of Notes governed by English law, to make the Notes, the Coupons and the Trust Deed admissible in evidence in the courts of England or in the case of Notes governed by Singapore law, to make the Notes, the Coupons and the Trust Deed admissible in evidence in the courts of Singapore is not taken, fulfilled or done, or any such consent ceases to be in full force and effect without modification or any condition in or relating to any such consent is not complied with (unless that consent or condition is no longer required or applicable); or

- (j) **Unlawfulness:** it is or will become unlawful for the relevant Issuer or the Guarantor to perform or comply with any one or more of its payment or other material obligations under the Notes, the Guarantee, the Issue Documents or the Trust Deed; or
- (k) **ORTPL:** ORTPL ceases to be a Subsidiary wholly owned, directly or indirectly, by OUE REIT;
- (l) **Guarantee:** the Guarantee of the Notes is not (or is claimed by the Guarantor to be) in full force and effect;
- (m) **Contestation:** any of the Issuer Documents to which it is a party or any of the Notes ceases for any reason (or is claimed by the relevant Issuer or the Guarantor not) to be the legal and valid obligations of the relevant Issuer or the Guarantor, binding upon it in accordance with its terms (subject to equitable principles and insolvency laws affecting creditors' rights generally); or
- (n) **Resignation or removal of OUE REIT Trustee:** if (i) (1) the OUE REIT Trustee resigns or is removed; (2) an order is made for the winding-up of the REIT Trustee, a receiver, judicial manager, administrator, agent or similar officer of the OUE REIT Trustee is appointed; and/or (3) there is a declaration, imposition or promulgation in Singapore or in any relevant jurisdiction of a moratorium, any form of exchange control or any law, directive or regulation of any agency or the amalgamation, reconstruction or reorganisation of the OUE REIT Trustee which prevents or restricts the ability of the relevant Issuer, the Guarantor or the OUE REIT Trustee to perform its payment or other material obligations under the Trust Deed, the Guarantee, the Issue Documents or any of the Notes and (ii) the replacement or substitute trustee of OUE REIT is not appointed in accordance with the terms of the REIT Trust Deed; or
- (o) **Removal or resignation of the REIT Manager:** the REIT Manager resigns or is removed pursuant to the terms of the REIT Trust Deed, and the replacement or substitute manager of OUE REIT is not appointed in accordance with the terms of the REIT Trust Deed; or
- (p) **Analogous event:** any event occurs which, under the laws of any relevant jurisdiction, has an analogous or equivalent effect to any of the events referred to in paragraph (d) (*Insolvency, etc.*), (e) (*Security enforced*), (f) (*Winding-up, etc.*) or (h) (*Nationalisation*) above; or
- (q) **Declared company:** the relevant Issuer, or the Guarantor or any of the Principal Subsidiaries is declared by the Minister of Finance to be a declared company under the provisions of Part 9 of the Companies Act; or
- (r) **Indemnification of OUE REIT Trustee:** for any reason the OUE REIT Trustee is not entitled to be indemnified out of the assets of OUE REIT in accordance with the terms of the REIT Trust Deed, in respect of any liability, claim, demand or action under or in connection with any of the Notes, the Issue Documents or the Guarantee,

14. **Prescription**

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within three years of the appropriate Relevant Date. Claims for principal on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within three years of the appropriate Relevant Date.

15. **Replacement of Notes and Coupons**

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws, regulations and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the fees, costs and expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the relevant Issuer on demand the amount payable by the relevant Issuer in respect of such Note, Certificate, Coupon or Talon) and otherwise as the relevant Issuer, the Registrar or the Transfer Agent may require. Mutilated or defaced Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

16. **Trustee and Agents**

Under the Trust Deed, the Trustee is entitled to be indemnified, pre-funded and/or provided with security and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the relevant Issuer and any entity relating to the relevant Issuer or the Guarantor without accounting for any profit.

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence for individual Holders of Notes as a result of such Holders being connected in any way with a particular territory or taxing jurisdiction. In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the relevant Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Pricing Supplement. The relevant Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents; **provided, however, that:**

- (a) the relevant Issuer shall at all times maintain a principal paying agent and a registrar;
- (b) if a Calculation Agent is specified in the relevant Pricing Supplement, the relevant Issuer shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the relevant Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their Specified Offices shall be given to the Noteholders by the relevant Issuer in accordance with the Trust Deed.

17. **Meetings of Noteholders; Modification and Waiver**

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders of a Series to consider any matter affecting their interests, including the modification of any provision of these Conditions, the Trust Deed and/or the Agency Agreement. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting (i) may be convened by the relevant Issuer, the Guarantor or by the Trustee and (ii) shall be convened by the Trustee (subject to it being first indemnified, pre-funded and/or provided with security to its satisfaction) upon the request in writing of Noteholders holding not less than 15 per cent. of the aggregate principal amount of any Series of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing at least half of the aggregate principal amount of the Series of outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Series of Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the relevant Series of outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders of the relevant Series, whether present or not.
- (b) **Written Resolutions and Electronic Consent:**
- (i) The Trust Deed provides that:
- (A) a written resolution signed by or on behalf of the Holders of not less than three-quarters of the aggregate principal amount of a Series of Notes then outstanding who for the time being are entitled to receive notice of a meeting (such a resolution in writing (a “**Written Resolution**”) may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders); or
- (B) where the Notes are held by or on behalf of a clearing system or clearing systems, approval of a resolution proposed by the relevant Issuer or the Guarantor given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the Holders of not less than three-quarters of the aggregate principal amount of a Series of Notes then outstanding (an “**Electronic Consent**”),
- shall, in each case for all purposes, be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held.
- Electronic Consents are not capable of being communicated by Holders through any electronic communications system of CDP. Accordingly, where Notes are represented by a Global Note or a Global Note Certificate and such Global Note or Global Note Certificate is held by CDP, Electronic Consents will not be possible.
- (ii) A Written Resolution and/or Electronic Consent will be binding on all Noteholders whether or not they participated in such Written Resolution and/or Electronic Consent, as the case may be.
- (c) **Modification and waiver:** The Trustee may, without the consent of the Noteholders, agree to any modification of these Conditions, the Agency Agreement or the Trust Deed (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, not materially prejudicial to the interests of Noteholders and to any modification of the Notes, the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, is of a formal, minor or technical nature or made to correct a manifest error or to comply with mandatory provisions of law or (in the event the Notes are listed) is required by any stock exchange or is required by Euroclear, Clearstream, Luxembourg and/or CDP.

In addition, the Trustee may, without the consent of the Noteholders, authorise or waive any proposed breach or breach of the Notes, the Agency Agreement or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

Any such modification, waiver or authorisation shall be binding on the Noteholders and unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders by relevant Issuer as soon as practicable thereafter.

- (d) **Direction from Noteholders:** Notwithstanding anything to the contrary in these Conditions or the Trust Deed, whenever the Trustee is required or entitled by the terms of these Conditions or the Trust Deed to exercise any discretion or power, take any action, make any decision or give any direction or certification, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision, or giving any such direction or certification, to seek directions or clarifications from the Noteholders by way of an Extraordinary Resolution and shall have been indemnified, pre-funded and/or provided with security to its satisfaction against all action, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages, expenses (including legal expenses) and liabilities which may be incurred by it in connection therewith, and the Trustee is not responsible for any loss or liability incurred by any person as a result of any delay in it exercising such discretion or power, taking such action, making such decision, or giving such direction or certification where the Trustee is seeking such directions or in the event that no such directions or clarifications are received by the Trustee.
- (e) **Certificates and reports:** The Trustee may rely without liability to any Noteholder, Couponholder or to other person on a report, advice, opinion, confirmation or certificate from any lawyers, valuers, accountants (including the auditors, surveyors), 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 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 or certificate or advice and such report, confirmation, certificate, opinion or advice shall be binding on the Noteholders and the Couponholders.

18. Enforcement

At any time after the Notes become due and payable pursuant to Condition 13 (*Events of Default*), the Trustee may at any time, at its discretion and without notice, institute such proceedings, actions or steps as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes, but it shall not be bound to do so unless:

- (a) it has been so requested in writing by the Holders of at least one quarter of the aggregate principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
- (b) it has been indemnified, pre-funded and/or provided with security to its satisfaction.

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

19. Further Issues

The relevant Issuer may from time to time, without the consent of the Noteholders or Couponholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes of any Series (or in all respects except for the issue price, issue date and the first payment of interest) and so that the same shall be consolidated and form a single Series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly. The relevant Issuer may from time to time create and issue other series of Notes having the benefit of the Trust Deed.

20. Notices

- (a) **Bearer Notes:** Notices to the Holders of Bearer Notes shall be valid if published in a leading English language newspaper of general circulation in Singapore (which is expected to be The Business Times), or if such publication is not practicable, in a leading English language newspaper having general circulation in Asia (which is expected to be The Wall Street Journal, Asian Edition), **provided that**, for so long as the Bearer Notes are listed on the SGX-ST, notices to Holders of Bearer Notes shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice shall be deemed to have been given on the date of first publication (or if published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.
- (b) **Registered Notes:** Notices to the holders of Registered Notes shall be valid if mailed to them at their respective addresses in the Register or if published in a leading English language newspaper of general circulation in Singapore (which is expected to be The Business Times), or if such publication is not practicable, in a leading English language newspaper having general circulation in Asia (which is expected to be The Wall Street Journal, Asian Edition) **provided that**, for so long as the Registered Notes are listed on the SGX-ST, notices to Holders of Registered Notes shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice shall be deemed to have been given on the date of first publication (or if published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers) or (if mailed) on the fourth weekday (being a day other than a Saturday or a Sunday or a gazetted public holiday) after the date of mailing.

So long as the Notes are represented by a Global Note or a Global Note Certificate and such Global Note or Global Note Certificate is held (i) on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (except as provided in (ii) below), 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 these Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Note Certificate; (ii) by CDP, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in the list of Noteholders provided by CDP, or in each case, notices to the holders of Notes of that Series may also be given by way of publication in a leading English language daily newspaper of general circulation in Singapore (which is expected to be The Business Times) **provided that**, in each case, for so long as the Notes represented by such Global Note or Global Note Certificate are listed on the SGX-ST, notices to holders of Notes shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice will be deemed to have been given at 5:00 pm on the day the relevant clearing system receives such notice or two business days after despatch or on the date of first publication, as the case may be.

Notwithstanding the other provisions of this Condition 20, in any case where the identities and addresses of all the Noteholders are known to the relevant Issuer, notices to such holders may be given individually by mail to such addresses and will be deemed to have been given two days after despatch.

21. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplement), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Singapore or United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22. Governing Law and Jurisdiction

- (a) **Governing law:** The Trust Deed, the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and construed in accordance with:
- (i) If the Notes are specified to be governed by English law in the applicable Pricing Supplement, English law; or
 - (ii) If the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, Singapore law.
- (b) **Jurisdiction:**
- (i) (A) If the Notes are specified to be governed by English law in the applicable Pricing Supplement, the English courts, or (B) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, the courts of Singapore (the “**Relevant Courts**”) non-exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (a “**Dispute**”) and accordingly each of the relevant Issuer, (in respect of each Tranches of Guaranteed Notes), the Guarantor and the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the non-exclusive jurisdiction of the Relevant Courts.
 - (ii) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (1) proceedings in any other court with jurisdiction; and (2) concurrent proceedings in any number of jurisdictions.
- (c) **Service of process:**

The relevant Issuer and (in respect of each Tranches of Guaranteed Notes), the Guarantor agrees that the documents which start any Dispute under English law (an “**English Law Dispute**”) and any other documents required to be served in relation to such English Law Dispute may be served on it by being delivered to Law Debenture Corporate Services Limited with its address at 8th Floor, 100 Bishopsgate, London EC2N 4AG, or to such other person with an address in England or Wales and/or such other address in England or Wales as the relevant Issuer may specify by notice in writing to the Trustee. Nothing herein shall affect the right to serve process in any other manner permitted by law. This Condition 22(c) applies to English Law Disputes in England and elsewhere.

23. Liability of DBS Trustee Limited (in its capacity as trustee of OUE REIT)

- (a) Notwithstanding any provision to the contrary in the Trust Deed, the Notes or any Coupons, each of the Noteholders and the Couponholders acknowledges and agrees that the OUE REIT Trustee has entered into the Trust Deed solely in its capacity as trustee of OUE REIT and not in its personal capacity and all references to the “Issuer”, “relevant Issuer” (where the OUE REIT Trustee is acting in its capacity as an issuer under the Programme) and “Guarantor” in the Trust Deed, the Notes and any Coupons shall be construed accordingly. Accordingly, notwithstanding any provision to the contrary in the Trust Deed, the Notes or any Coupons, the OUE REIT Trustee has assumed all obligations under the Trust Deed, the Notes and any Coupons in its capacity as trustee of OUE REIT and not in its personal capacity. Any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by the OUE REIT Trustee under the Trust Deed, the Notes and any Coupons is given and assumed by the OUE REIT Trustee in its capacity as trustee of OUE REIT and not in its personal capacity and any power and right conferred on any receiver,

attorney, agent and/or delegate is limited to the assets of OUE REIT over which the OUE REIT Trustee (in its capacity as trustee of OUE REIT) has recourse, and shall not extend to any personal assets of the OUE REIT Trustee or any assets held by the OUE REIT Trustee as trustee of any trust (other than OUE REIT). Any obligation, matter, act, action or thing required to be done, performed or undertaken by the OUE REIT Trustee under the Trust Deed, the Notes or the Coupons shall only be in connection with matters relating to OUE REIT and shall not extend to the obligations of the OUE REIT Trustee in respect of any other trust or real estate investment trust of which it is trustee.

- (b) Notwithstanding any provision to the contrary in the Trust Deed, the Notes or any Coupons, each of the Noteholders and the Couponholders acknowledges and agrees that the OUE REIT Trustee's obligations under the Trust Deed, the Notes and any Coupons will be solely the corporate obligations of the OUE REIT Trustee (in its capacity as trustee of OUE REIT) and there shall be no recourse against the shareholders, directors, officers or employees of the OUE REIT Trustee for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of the Trust Deed, the Notes and any Coupons.
- (c) For the avoidance of doubt, any legal action or proceedings commenced against the Issuer whether in Singapore or elsewhere pursuant to the Trust Deed, the Notes and any Coupons shall be brought against the OUE REIT Trustee in its capacity as trustee of OUE REIT and not in its personal capacity.
- (d) This Condition 23 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Notes and/or any Coupons, and shall apply, *mutatis mutandis*, to any notices, certificates or other documents which the OUE REIT Trustee (in its capacity as trustee of OUE REIT) issues under or pursuant to the Trust Deed, the Notes or the Coupons as if expressly set out therein.

TERMS AND CONDITIONS OF THE SECURITIES

The following is the text of the terms and conditions of the Securities which, as completed, amended, supplemented and/or varied by the relevant Pricing Supplement, will be endorsed on each Security in definitive form issued under the Programme. The terms and conditions applicable to any Security in global form will differ from those terms and conditions which would apply to the Security were it in definitive form to the extent described under “*Summary of Provisions Relating to the Instruments while in Global Form*”. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on such Bearer Securities or on the Certificates relating to such Registered Securities. References in the Conditions to “Securities” are to the Securities of one Series only, not to all Securities that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Securities and in the relevant Pricing Supplement.

1. Introduction

- (a) **Programme:** DBS Trustee Limited (in its capacity as trustee of OUE Real Estate Investment Trust) (the “**OUE REIT Trustee**”) and OUE REIT Treasury Pte. Ltd (“**ORTPL**”) have established a multicurrency euro medium term note programme (the “**Programme**”) for the issuance of up to S\$2,000,000,000 in aggregate principal amount of notes and/or senior and subordinated perpetual capital securities (the “**Securities**”). These terms and conditions relate to Securities issued under the Programme.
- (b) **The Securities:**
 - (i) Each Series of Securities are issued either by ORTPL (such Securities issued by ORTPL, the “**Guaranteed Securities**”) or the OUE REIT Trustee pursuant to the Trust Deed (as defined below). The Guaranteed Securities issued by ORTPL will be guaranteed in the Trust Deed (as defined below) by the OUE REIT Trustee (in its capacity as guarantor, the “**Guarantor**”). References to the “Issuer” or the “relevant Issuer” shall be construed as to the Issuer specified in the relevant Pricing Supplement. References in these Conditions to the Guarantor and the Guarantee (as defined in the Trust Deed) shall apply only to Securities issued by ORTPL.
 - (ii) The Securities may be issued in bearer form (“**Bearer Securities**”) or in registered form (“**Registered Securities**”). All subsequent references in these Conditions to “Securities” are to the Securities which are the subject of the relevant Pricing Supplement. Copies of the Trust Deed (as defined below) and the Agency Agreement (as defined below) are available for viewing during normal business hours upon prior written request and satisfactory proof of holding at the registered office for the time being of the Trustee, being at the date hereof 160 Queen Victoria Street, London EC4V 4LA United Kingdom. Copies of the relevant Pricing Supplement are available for viewing during normal business hours upon prior written request and satisfactory proof of holding at the Specified Office of the Principal Paying Agent. In the case of Securities cleared through CDP, the Securityholders are entitled to the benefit of a deed of covenant entered into with CDP by the Issuers dated 18 October 2024 (the “**CDP Deed of Covenant**”).
- (c) **Pricing Supplement:** Securities issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Securities. Each Tranche is the subject of a pricing supplement (the “**Pricing Supplement**”) which supplements, amends and/or replaces these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Securities are these Conditions as supplemented, amended and/or replaced by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement shall prevail.

- (d) **Trust Deed:** The Securities are constituted by, are subject to, and have the benefit of a trust deed dated 18 October 2024 (as amended, restated or supplemented from time to time) made between the Issuers, the Guarantor and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include any successor as Trustee), as supplemented, in respect of the Securities specified to be governed by Singapore law in the applicable Pricing Supplement, by the Singapore supplemental trust deed dated 18 October 2024 (as amended, restated or supplemented from time to time, the “**Supplemental Trust Deed**” made between the same parties, together the “**Trust Deed**”).
- (e) **Agency Agreement:** The Securities are the subject of an agency agreement dated 18 October 2024 (as amended, restated or supplemented from time to time, the “**Agency Agreement**”) between the Issuers, the Guarantor, The Bank of New York Mellon, Singapore Branch, as principal issuing and paying agent (the “**Principal Paying Agent**”, which expression includes any successor principal paying agent appointed from time to time in connection with the Securities), as CDP issuing and paying agent for Securities cleared through CDP (the “**CDP Issuing and Paying Agent**”, which expression includes any successor CDP issuing and paying agent appointed from time to time in connection with the Securities and together with the Principal Paying Agent and the Non-CDP Issuing and Paying Agent, the “**Paying Agents**”), The Bank of New York Mellon, London Branch as Non-CDP issuing and paying agent for Securities cleared through Euroclear and/or Clearstream, Luxembourg (the “**Non-CDP Issuing and Paying Agent**”, which expression includes any successor Non-CDP issuing and paying agent appointed from time to time in connection with the Securities), The Bank of New York Mellon, Singapore Branch as CDP registrar and CD transfer agent for Securities cleared through CDP (the “**CDP Registrar**” and “**CDP Transfer Agent**” which expression includes any successor CDP registrar and/or CDP transfer agent appointed from time to time in connection with the Securities), The Bank of New York Mellon SA/NV, Dublin Branch as Non-CDP registrar and Non-CDP transfer agent for Securities cleared through Euroclear and/or Clearstream, Luxembourg (the “**Non-CDP Registrar**” and “**Non-CDP Transfer Agent**” which expression includes any successor Non-CDP registrar and Non-CDP transfer agent appointed from time to time in connection with the Securities), the Paying Agents (together with the CDP Registrar, CDP Transfer Agent, Non-CDP Registrar and Non-CDP Transfer Agent, the “**Transfer Agents**”, which expression includes any successor or additional agents appointed from time to time in connection with the Securities) and the Trustee. In these Conditions, all references (other than in relation to the determination of distribution and other amounts payable in respect of the Securities) to the “**Principal Paying Agent**” shall, with respect to a Series of Securities to be cleared other than through CDP (as defined below), be deemed to be references to the Non-CDP Issuing and Paying Agent and all such references shall be construed accordingly; all references to the “**Registrar**” shall, (i) with respect to a Series of Securities to be cleared through CDP, be deemed to be references to the CDP Registrar, and (ii) with respect to a series of Securities to be cleared other than through CDP, be deemed to be references to the Non-CDP Registrar, and all references shall be construed accordingly; all references to “**Transfer Agent**” shall (i) with respect to a Series of Securities cleared through CDP, be deemed to be references to the CDP Transfer Agent, and (ii) with respect to a Series of Securities to be cleared other than through CDP, be deemed to be references to the Non-CDP Transfer Agent, and all references should be construed accordingly and references to the “**Agents**” are to the Paying Agents and the Transfer Agents and any reference to an “**Agent**” is to any one of them.
- (f) **Summaries:** Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. Securityholders (as defined below) and the holders of the related distribution coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

2. Interpretation

(a) **Definitions:** In these Conditions the following expressions have the following meanings:

“2006 ISDA Definitions” means, in relation to a Series of Securities, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Securities of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

“2021 ISDA Definitions” means, in relation to a Series of Securities, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Securities of such Series, as published by ISDA on its website (www.isda.org);

“Additional Business Centre(s)” means the city or cities specified as such in the relevant Pricing Supplement;

“Additional Financial Centre(s)” means the city or cities specified as such in the relevant Pricing Supplement;

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (ii) in the case of any sum payable in Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets are open for business in Singapore;
- (iii) in relation to any sum payable in Renminbi, (A) if cleared through Euroclear and Clearstream, Luxembourg, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets are open for business and settle Renminbi payments in Hong Kong and are not authorised or obligated by law or executive order to be closed or such other location outside the People’s Republic of China as may have been agreed between the relevant Issuer and the Principal Paying Agent prior to the issue of the Securities and specified in the applicable Pricing Supplement and (B) if cleared through CDP, a day other than a Saturday or Sunday or gazetted public holiday on which commercial banks and foreign exchange markets are open for business in Singapore; and
- (iv) in relation to any sum payable in a currency other than euro, Singapore dollars and Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments generally, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the calculation agent appointed by the Issuer in respect of a Series of Securities pursuant to the terms of the Agency Agreement or such other Person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate of Distribution and Distribution Amount(s) and/or such other amount(s) as may be specified in the relevant Pricing Supplement;

“Calculation Amount” has the meaning given in the relevant Pricing Supplement;
“Companies Act” means the Companies Act 1967 of Singapore;

a **“Compulsory Distribution Payment Event”** occurs if either or both of the following criteria are met:

- (i) a dividend, distribution or other payment has been declared or paid on or in respect of any of the relevant Issuer’s Junior Obligations or the Guarantor’s Junior Obligations or (except on a *pro rata* basis) any of the relevant Issuer’s Specified Parity Obligations or any of the Guarantor’s Specified Parity Obligations; or
- (ii) any of the relevant Issuer’s Junior Obligations or the Guarantor’s Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or (except on a *pro rata* basis) any of the relevant Issuer’s Specified Parity Obligations or any of the Guarantor’s Specified Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration,
- (iii) and/or as otherwise specified in the applicable Pricing Supplement;

“Coupon Sheet” means, in respect of a Security, a coupon sheet relating to the Security;

“Day Count Fraction” means, in respect of the calculation of an amount for any period of time (the **“Calculation Period”**), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

- (i) if **“Actual/Actual (ICMA)”** is so specified, means:
- (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if **“Actual/Actual (ISDA)”** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the 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);
- (iii) if **“Actual/365 (Fixed)”** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if **“Actual/360”** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if **“30/360”** is so specified, 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 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;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, 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; and

if “**30E/360 (ISDA)**” is so specified, 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,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“Depository Agreements” means the application forms dated 18 October 2024 and 18 October 2024 and signed by the OUE REIT Trustee and ORTPL, respectively and accepted by CDP together with the terms and conditions for the provision of depository services by CDP referred to therein, as amended, varied, supplemented or replaced from time to time;

“Determination Business Day” means a day (other than a Saturday or Sunday or a gazetted public holiday) on which commercial banks are open for general business (including dealings in foreign exchange) in Singapore;

“Determination Date” means the day which is seven Determination Business Days before the due date of the relevant amount under these Conditions;

“Distribution Amount” means, in relation to a Security and a Distribution Period, the amount of distribution payable in respect of that Security for that Distribution Period;

“Distribution Commencement Date” means the Issue Date or such other date as may be specified as the Distribution Commencement Date in the relevant Pricing Supplement;

“Distribution Determination Date” has the meaning given in the relevant Pricing Supplement;

“Distribution Payment Date” means the First Distribution Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Distribution Commencement Date (in the case of the First Distribution Payment Date) or the previous Distribution Payment Date (in any other case);

“Distribution Period” means each period beginning on (and including) the Distribution Commencement Date or any Distribution Payment Date and ending on (but excluding) the next Distribution Payment Date;

“Distribution Period End Date” means each Distribution Payment Date unless specified in the applicable Pricing Supplement;

“Distribution Accrual Period” means the period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Period End Date and each successive period beginning on (and including) a Distribution Period End Date and ending on (but excluding) the next succeeding Distribution Period End Date;

“Dividend Pusher Lookback Period”, if applicable, shall be the period specified in the relevant Pricing Supplement;

“Early Redemption Amount” means, in respect of any Security, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

“Extraordinary Resolution” has the meaning given in the Trust Deed;

“First Distribution Payment Date” means the date specified in the relevant Pricing Supplement;

“Fixed Distribution Amount” has the meaning given in the relevant Pricing Supplement;

“Governmental Authority” means 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;

“Group” means OUE Real Estate Investment Trust and its Subsidiaries;

“guarantee” means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness;

“Guarantee of the Securities” means the guarantee of the Securities given by the Guarantor in respect of the Guaranteed Securities in the Trust Deed;

“Holder” in the case of Bearer Securities, has the meaning given in 3(b) (*Title to Bearer Securities*) and, in the case of Registered Securities, has the meaning given in Condition 3(d) (*Title to Registered Securities*);

“Illiquidity” means the general Renminbi exchange market in Singapore becomes illiquid as a result of which the relevant Issuer or the Guarantor cannot obtain sufficient Renminbi in order to satisfy its obligation to pay distribution or principal in respect of the Securities as determined by the relevant Issuer or the Guarantor in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the relevant Issuer;

“Inconvertibility” means the occurrence of any event that makes it impossible (where it had previously been possible) for the relevant Issuer or the Guarantor to convert any amount due in respect of the Securities in the general Renminbi exchange market in Singapore, other than where such impossibility is due solely to the failure of the relevant 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 relevant Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“ISDA” means the International Swaps and Derivatives Association, Inc. (or any successor);

“ISDA Definitions” has the meaning given in the relevant Pricing Supplement, or any successor definitional booklet for interest rate derivatives published from time to time;

“Issue Date” has the meaning given in the relevant Pricing Supplement;

“ITA” means the Income Tax Act 1947 of Singapore;

“Junior Obligation” means, in relation to the relevant Issuer or the Guarantor, any of its ordinary units or shares and any class of its share capital and any other instruments or securities (including without limitation any preference shares, preferred units or subordinated perpetual securities) issued, entered into or guaranteed by the relevant Issuer or, as the case may be, the Guarantor that ranks or is expressed to rank, whether by its terms or by operation of law, junior to the Securities or, as the case may be, the Guarantee;

“Margin” has the meaning given in the relevant Pricing Supplement;

“Non-transferability” means the occurrence of any event that makes it impossible for the relevant Issuer or the Guarantor to transfer Renminbi between accounts 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 relevant 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 relevant Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Optional Redemption Amount (Call)” means, in respect of any Security, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

“Optional Redemption Date (Call)” has the meaning given in the relevant Pricing Supplement or, as the case may be, as specified in the relevant notice to Securityholders;

“OUE REIT” means OUE Real Estate Investment Trust;

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

“Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies (including, in the case of Securities denominated in Renminbi, settlement of Renminbi payments) may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency **provided, however, that:**

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;
- (ii) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (iii) in relation to Renminbi, it means Hong Kong or the principal financial centre as is specified in the applicable Pricing Supplement;

“Qualifying Securities” means securities that:

- (i) have terms not materially less favourable to an investor from the terms of the Securities (as reasonably determined by the relevant Issuer, and **provided that** a certification to such effect (and confirming that the conditions set out in paragraph (i) and below have been satisfied) of a director or duly authorised signatory of the REIT Manager shall have been delivered to the Trustee prior to the substitution or variation of the relevant Securities upon which certificate the Trustee shall rely absolutely), **provided that:**
 - (A) they are issued by the relevant Issuer or any wholly-owned direct or indirect finance subsidiary of the relevant Issuer with a guarantee of the Issuer; and
 - (B) they (or, as appropriate, the guarantee as aforesaid) shall rank *pari passu* with the Securities on a winding-up of the relevant Issuer, the Guarantor or OUE REIT, shall preserve the Securityholders’ rights to any Arrears of Distribution, any Additional Distribution Amount and any other payment that has accrued with respect to the relevant securities, and shall contain terms which provide for the same Rate of Distribution, Distribution Payment Dates and redemption events, from time to time applying to the Securities; and other terms of such securities are substantially identical (as reasonably determined by the relevant Issuer) to the Securities, save for the modifications or amendments to such terms that are specifically required to be made in order to avoid or resolve a Special Event;
- (ii) (if applicable) have been, or will on issue be, assigned at least the same rating as that assigned by the Rating Agencies to the Securities immediately prior to such substitution or variation; and
- (iii) in the case of Securities which are listed, are listed on the Official List of the SGX-ST or another securities exchange of international standing regularly used for the listing and quotation of debt securities offered and traded in the international markets;

“Rate of Distribution” means the rate or rates (expressed as a percentage per annum) of distribution payable in respect of the Securities specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement;

“Rating Agencies” means (a) in relation to any Rating Event, the rating agencies specified in the relevant Pricing Supplement; or (b) in relation to Qualifying Securities, the rating agencies specified in the relevant Pricing Supplement, or if one or more of the rating agencies specified in the relevant Pricing Supplement shall not make a rating of the Securities publicly available, a recognised securities rating agency or agencies, as the case may be, selected by the Issuer, which shall be substituted for such rating agency;

“Redemption Amount” means, as appropriate, the Early Redemption Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Pricing Supplement;

“Reference Banks” has the meaning given in the relevant Pricing Supplement or, if none: four major banks selected by the relevant Issuer (or an agent appointed by it) in the market that is most closely connected with the Reference Rate;

“Reference Rate” has the meaning given in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;

“Regular Period” means:

- (i) in the case of Securities where distribution is scheduled to be paid only by means of regular payments, each period from and including the Distribution Commencement Date to but excluding the First Distribution Payment Date and each successive period from and including one Distribution Payment Date to but excluding the next Distribution Payment Date;
- (ii) in the case of Securities where, apart from the First Distribution Period, distribution is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Distribution Payment Date falls; and
- (iii) in the case of Securities where, apart from one Distribution Period other than the First Distribution Period, distribution is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Distribution Payment Date falls other than the Distribution Payment Date falling at the end of the irregular Distribution Period;

“REIT Manager” means OUE REIT Management Pte. Ltd., as the manager of OUE REIT;

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which, the full amount of such moneys having been so received, notice to that effect has been given to the Noteholders;

“Relevant Financial Centre” has the meaning given in the relevant Pricing Supplement;

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section 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, (in the case of Floating Rate Securities where the Reference Rate is specified as being SORA) 11:00 a.m. (Singapore time), or has the meaning given in the relevant Pricing Supplement;

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Singapore;

“Reserved Matter” means any proposal to change any date fixed for payment of principal or Distribution (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Securities, to reduce the amount of principal or Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable on any date in respect of the Securities, to alter the method of calculating the amount of any payment in respect of the Securities or the date for any such payment, to change the currency of any payment under the Securities, to amend the subordination provisions in the Trust Deed, or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

“Securityholder” in the case of Bearer Securities, has the meaning given in Condition 3(b) (*Title to Bearer Securities*) and, in the case of Registered Securities, has the meaning given in Condition 3(d) (*Title to Registered Securities*);

“Senior Securities” means securities specified as Senior Securities in the relevant Pricing Supplement;

“Special Event” means a Withholding Tax Event, a Rating Event, an Accounting Event, a Tax Deductibility Event or any combination of the foregoing;

“Special Event Redemption” means a redemption in respect of: (i) a Withholding Tax Event (as defined in Condition 7(b) (*Redemption for tax reasons*)), or (ii) a Rating Event (as defined in Condition 7(d) (*Redemption upon a Rating Event*)), or (iii) a Tax Deductibility Event (as defined in Condition 6(e) (*Redemption upon a Tax Deductibility Event*)), or (iv) an Accounting Event (as defined in Condition 7(f) (*Redemption upon an Accounting Event*));

“Special Event Redemption Date” means the date on which the Securities are redeemed in a Special Event Redemption;

“Specified Currency” has the meaning given in the relevant Pricing Supplement;

“Specified Denomination(s)” has the meaning given in the relevant Pricing Supplement;

“Specified Office” has the meaning given in the Agency Agreement; **“Specified Period”** has the meaning given in the relevant Pricing Supplement;

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

“Spot Rate” means, for a Determination Date, the spot Renminbi/Singapore dollar exchange rate as determined by the relevant 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 relevant Issuer may determine the rate taking into consideration all available information which the relevant 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;

“Step-Up Event” has the meaning given in the relevant Pricing Supplement; **“Step-Up Rate”** has the meaning given in the relevant Pricing Supplement;

“Subordinated Securities” means securities specified as Subordinated Securities in the relevant Pricing Supplement;

“Subsidiary” or **“Subsidiaries”** means any company which is for the time being, a subsidiary within the meaning of Section 5 of the Companies Act and, in relation to OUE REIT, means any company, corporation, trust, fund or other entity (whether or not a body corporate):

- (i) which is controlled, directly or indirectly, by OUE REIT (through its trustee); or
- (ii) more than half of the voting power of which is beneficially owned, directly or indirectly, by OUE REIT (through its trustee); or
- (iii) which is a subsidiary of any company, corporation, trust, fund or other entity (whether or not a body corporate) to which paragraph (a) or (b) above applies,

and for these purposes, any company, corporation, trust, fund or other entity (whether or not a body corporate) shall be treated as being controlled by OUE REIT if OUE REIT (whether through its trustee or otherwise) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

“**Talon**” means a talon for further Coupons;

“**TARGET Settlement Day**” means any day on which T2 is open for the settlement of payments in euro;

“**T2**” means the real time gross settlement system operated by the Eurosystem, or any successor system; and

“**Winding-Up**” means a final and effective order by a competent authority for the bankruptcy, winding-up, liquidation or similar procedure in respect of the relevant Issuer, the Guarantor or OUE REIT (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction, merger or amalgamation the terms of which reorganisation, reconstruction, merger or amalgamation have previously been approved in writing by the Trustee or by an Extraordinary Resolution).

(b) **Interpretation:** In these Conditions:

- (i) if Talons are specified in the relevant Pricing Supplement as being attached to the Securities at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (ii) if Talons are not specified in the relevant Pricing Supplement as being attached to the Securities at the time of issue, references to Talons are not applicable;
- (iii) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 10 (*Taxation*), any premium payable in respect of a Security and any other amount in the nature of principal payable pursuant to these Conditions;
- (iv) any reference to distribution shall be deemed to include any additional amounts in respect of distribution which may be payable under Condition 10 (*Taxation*) and any other amount in the nature of distribution payable pursuant to these Conditions;
- (v) references to Securities being “outstanding” shall be construed in accordance with the Trust Deed;
- (vi) if an expression is stated in Condition (a) (*Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Securities; and
- (vii) any reference to the Trust Deed or the Agency Agreement shall be construed as a reference to the Trust Deed or the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Securities.

(c) For the purposes of these Conditions, any reference to the Winding-Up of the Issuer (where the Issuer is listed as the OUE REIT Trustee in the applicable Pricing Supplement) shall only apply in the circumstances where (i) a final and effective order is made or an effective resolution is passed for the Winding-Up of DBS Trustee Limited affecting its role as trustee of OUE REIT (or of any previous replacement or substitute trustee of OUE REIT) and (ii) the replacement or substitute trustee of OUE REIT is not appointed in accordance with the terms of the REIT Trust Deed (as defined in the Trust Deed) or by a court of competent jurisdiction within six months of such order or resolution.

3. Form, Denomination, Title and Transfer

- (a) **Bearer Securities:** Bearer Securities are in the Specified Denomination(s) with Coupons and, if specified in the relevant Pricing Supplement, Talons attached at the time of issue. In the case of a Series of Bearer Securities with more than one Specified Denomination, Bearer Securities of one Specified Denomination will not be exchangeable for Bearer Securities of another Specified Denomination. Registered Securities may not be exchanged for Bearer Securities.
- (b) **Title to Bearer Securities:** Title to Bearer Securities and the Coupons will pass by delivery. In the case of Bearer Securities, “Holder” means the holder of such Bearer Security and “Securityholder” and “Couponholder” shall be construed accordingly.
- (c) **Registered Securities:** Registered Securities are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Pricing Supplement and higher integral multiples of a smaller amount specified in the relevant Pricing Supplement. Bearer Securities may not be exchanged for Registered Securities.
- (d) **Title to Registered Securities:** The Registrar will maintain the register (the “**Register**”) in accordance with the provisions of the Agency Agreement. A certificate (each, a “**Certificate**”) will be issued to each Holder of Registered Securities in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Securities, “Holder” means the person in whose name such Registered Security is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and “**Securityholder**” shall be construed accordingly.
- (e) **Ownership:** The Holder of any Security or Coupon or Talon shall (except as ordered by a court of competent jurisdiction or otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Securities, on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Security under (i) if the Securities are specified to be governed by English law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 1999, or (ii) if the Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 2001 of Singapore.
- (f) **Transfers of Registered Securities:** Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Security may be transferred upon surrender of the relevant Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Security may not be transferred unless the principal amount of Registered Securities transferred and (where not all of the Registered Securities held by a Holder are being transferred) the principal amount of the balance of Registered Securities not transferred are Specified Denominations. Where not all the Registered Securities represented by the surrendered Certificate are the subject of the transfer, a new Certificate in respect of the balance of the Registered Securities will be issued to the transferor.
- (g) **Registration and delivery of Certificates:** Within five business days of the surrender of a Certificate in accordance with paragraph (f) (*Transfers of Registered Securities*) above, the Registrar will register the transfer in question and deliver a new Certificate of a like principal amount to the Registered Securities transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured mail to the address specified

for the purpose by such relevant Holder. In this paragraph (g), “**business day**” means a day (other than a Saturday, a Sunday or public holiday) on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

- (h) **No charge:** The transfer of a Registered Security will be effected without charge by or on behalf of the relevant Issuer, the Guarantor or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (i) **Closed periods:** Securityholders may not require transfers to be registered (i) during the period of 15 days ending on the due date for any payment of principal or distribution in respect of the Registered Securities, (ii) after any such Registered Securities has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 9(f) (*Record date*)).
- (j) **Regulations concerning transfers and registration:** All transfers of Registered Securities and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Securities scheduled to the Agency Agreement. The regulations may be changed by the relevant Issuer with the prior written approval of the Registrar and the Trustee, or by the Registrar with the prior written approval of the Trustee. A copy of the current regulations will be made available for inspection or by e-mail by the Registrar to any Securityholder upon prior written request and satisfactory proof of holding.

4. Status of the Senior Securities and Guarantee of the Senior Securities

- (a) **Status of the Senior Securities:** The Senior Securities constitute direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer which will at all times rank *pari passu* and without any preference or priority among themselves and *pari passu* with all other present and future unsecured obligations of the relevant Issuer (other than subordinated obligations and priorities created by law).
- (b) **Guarantee of the Senior Securities:** The payment of all sums expressed to be payable by ORTPL under the Trust Deed, the Senior Securities and the Coupons relating to them are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Senior Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed in relation to the Senior Securities and the Coupons relating thereto constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.

5. Status of the Subordinated Securities and Guarantee of the Subordinated Securities

- (a) **Status of the Subordinated Securities:** The Subordinated Securities constitute direct, unconditional, unsecured and subordinated obligations of the relevant Issuer which will at all times rank *pari passu* and without any preference among themselves and with any Parity Obligations of the relevant Issuer. The rights and claims of the Securityholders in respect of the Subordinated Securities are subordinated as provided in this Condition 5(a).
- (b) **Guarantee of the Subordinated Securities:** The payment of all sums expressed to be payable by ORTPL under the Trust Deed in relation to the Subordinated Securities and the Coupons relating to them are unconditionally and irrevocably guaranteed on a subordinated basis by the Guarantor. The obligations of the Guarantor under the Subordinated Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed in relation to the Subordinated Securities and the Coupons relating thereto constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor. The rights and claims of the Securityholders in respect of the Subordinated Guarantee are subordinated as provided in this Condition 5(b).

- (c) **Ranking of claims on Winding-Up in respect of the Subordinated Securities – ORTPL:** Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-Up of ORTPL, the rights of the Securityholders and Couponholders in respect of Subordinated Securities to payment of principal of and distribution on the Subordinated Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of ORTPL but at least *pari passu* with all other subordinated obligations of ORTPL that are not expressed by their terms to rank junior to the Subordinated Securities and in priority to the claims of shareholders of ORTPL and/or as otherwise specified in the applicable Pricing Supplement.
- (d) **Ranking of claims on Winding-Up in respect of the Subordinated Securities – OUE REIT Trustee or OUE REIT:** Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-Up of the OUE REIT Trustee or OUE REIT, there shall be payable by the OUE REIT Trustee in respect of each Subordinated Security (in lieu of any other payment by the OUE REIT Trustee), such amount, if any, as would have been payable to such Securityholder if, on the day prior to the commencement of the Winding-Up of the OUE REIT Trustee or OUE REIT, and thereafter, such Securityholder were the holder of one of a class of preferred units in the capital of OUE REIT (and if more than one class of preferred units is outstanding, the most junior ranking class of such preferred units) (the “**OUE REIT Notional Preferred Units**”) having an equal right to return of assets in the Winding-Up of the OUE REIT Trustee or OUE REIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the Winding-Up of the OUE REIT Trustee or OUE REIT, and so rank ahead of the holders of Junior Obligations of the OUE REIT Trustee but junior to the claims of all other present and future creditors of the OUE REIT Trustee (other than Parity Obligations of the OUE REIT Trustee), on the assumption that the amount that such Securityholder was entitled to receive in respect of each OUE REIT Notional Preferred Unit on a return of assets in such Winding-Up of the OUE REIT Trustee or OUE REIT were an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Subordinated Security together with distributions accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in Condition 6(d)(v)) in respect of which the OUE REIT Trustee has given notice to the Securityholders in accordance with these Conditions.
- (e) **Ranking of claims on Winding-Up in respect of the Subordinated Securities – Guarantor:** Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-Up of the Guarantor or OUE REIT, there shall be payable by the Guarantor under and in accordance with the terms of the Subordinated Guarantee in respect of each Subordinated Security (in lieu of any other payment by the Guarantor), such amount, if any, as would have been payable to such Securityholder if, on the day prior to the commencement of the Winding-Up of the Guarantor or OUE REIT, and thereafter, such Securityholder were the holder of the OUE REIT Notional Preferred Units having an equal right to return of assets in the Winding-Up of the Guarantor or OUE REIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the Winding-Up of the Guarantor or OUE REIT, and so rank ahead of the holders of Junior Obligations of the Guarantor but junior to the claims of all other present and future creditors of the Guarantor (other than Parity Obligations of the Guarantor), on the assumption that the amount that such Securityholder was entitled to receive in respect of each OUE REIT Notional Preferred Unit on a return of assets in such Winding-Up of the Guarantor or OUE REIT were an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Subordinated Security together with distributions accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in Condition 6(d)(v)) in respect of which ORTPL has given notice to the Securityholders in accordance with these Conditions.

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

6. Distribution

(a) **Fixed Rate Securities:** This Condition (a) is applicable to the Securities only if the Fixed Rate Securities Provisions are specified in the relevant Pricing Supplement as being applicable.

(i) **Accrual of Distribution:** Subject to paragraph 6(d) (*Distribution Deferral*) below, the Securities confer a right to receive distributions (each a “**Distribution**”) from the Distribution Commencement Date at the Rate of Distribution payable in arrear on each Distribution Payment Date, subject as provided in Condition 8 (*Payments – Bearer Securities*) and Condition 9 (*Payments – Registered Securities*).

Unless otherwise provided for in these Conditions, each Security will cease to confer the right to receive any Distribution from the due date for redemption unless, upon due presentation, payment of the full amount due is improperly withheld or refused, in which case Distribution will continue to accrue at the applicable Rate of Distribution (after as well as before any judgment) up to but excluding whichever is the earlier of (i) the date on which all sums due in respect of any such Security are received by or on behalf of the relevant Securityholder and (ii) the Relevant Date.

(ii) **Fixed Distribution Amount:** The amount of distribution payable in respect of each Security for any Distribution Period shall be the relevant Fixed Distribution Amount and, if the Securities are in more than one Specified Denomination, shall be the relevant Fixed Distribution Amount in respect of the relevant Specified Denomination.

(iii) **Calculation of Distribution Amount:** The amount of distribution payable in respect of each Security for any period for which a Fixed Distribution Amount is not specified shall be calculated by applying the Rate of Distribution to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Security divided by the Calculation Amount. For this purpose a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(iv) **Rate of Distribution:** The Rate of Distribution payable in respect of each Security will be determined and may be reset in the manner specified in the applicable Pricing Supplement. Subject to the terms of the applicable Pricing Supplement, the Rate of Distribution in respect of a Security shall be:

(A) (if no Reset Date is specified in the applicable Pricing Supplement):

- (1) if no Step-Up Margin is specified in the applicable Pricing Supplement, the initial Rate of Distribution; or
- (2) if a Step-Up Margin is specified in the applicable Pricing Supplement, (A) for the period from, and including the Distribution Commencement Date to, but excluding, the Step-up Date specified in the applicable Pricing Supplement, the initial Rate of Distribution and (B) for the period from, and including the Step-Up Date up to the Maturity Date, the initial Rate of Distribution plus the Step-Up Margin specified in the applicable Pricing Supplement; and

(B) (if a Reset Date is specified in the applicable Pricing Supplement):

- (1) for the period from, and including, the Distribution Commencement Date to, but excluding, the First Reset Date specified in the applicable Pricing Supplement, the initial Rate of Distribution; and

- (2) for the period from, and including, the First Reset Date and each Reset Date (as specified in the applicable Pricing Supplement) falling thereafter to, but excluding, the immediately following Reset Date, up to the Maturity Date, the Reset Distribution Rate.

Subject to any increase pursuant to paragraph (e) (*Increase in Rate of Distribution*) below, if the relevant Pricing Supplement specifies that the Reset Provisions are applicable, the Calculation Agent will, on the Reset Determination Date prior to each Reset Date, calculate the applicable Reset Distribution Rate payable in respect of the Securities. The Calculation Agent will cause the applicable Reset Distribution Rate determined by it to be notified to the relevant Issuer, the Paying Agents, the Trustee, the Securityholders and each listing authority, stock exchange and/or quotation system (if any) on to which the Securities have then been admitted to listing, trading and/or quotation as soon as practicable after the relevant Reset Date. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 6(a)(iii) and 6(a)(iv) by the Calculation Agent will (in the absence of manifest error) be binding on the relevant Issuer, the Guarantor, the Paying Agents, the Trustee and the Securityholders and no liability to any such person will attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

As used in this Condition 6(a):

“First Reset Date” means the date specified in the applicable Pricing Supplement;

“Initial Spread” has the meaning specified in the applicable Pricing Supplement;

“Relevant Rate” means SORA-OIS;

“Reset Date” means the date specified in the applicable Pricing Supplement

“Reset Determination Date” means the second business day prior to the relevant Rest Date (or such other date as specified in the applicable Pricing Supplement).

“Reset Distribution Rate” means the Relevant Rate plus the Initial Spread plus the Step-Up Margin, if applicable. Unless otherwise stated in the applicable Pricing Supplement, the minimum Reset Rate of Distribution shall be deemed to be zero;

“Reset Period” has the meaning specified in the applicable Pricing Supplement;

“SORA-OIS” means (A) the rate per annum which appears on the “OTC SGD OIS” page on Bloomberg under “BGN” appearing under the column headed “Ask” (or such other substitute page thereof or if there is no substitute page, the screen page which is the generally accepted page used by market participants at that time as determined by an independent financial institution (which is appointed by the relevant Issuer and notified to the Calculation Agent)) for a period equal to the duration of the Reset Period specified in the applicable Pricing Supplement at the close of business on the Reset Determination Date, or (B) if a SORA Index Cessation Event has occurred in relation to the SORA, such rate as determined in accordance with 6(c);

“Step-Up Date” means the date specified in the applicable Pricing Supplement;

“Step-Up Distribution Rate” means the Rate of Distribution plus the Step-Up Margin as specified in the applicable Pricing Supplement; and

“Step-Up Margin” has the meaning specified in the applicable Pricing Supplement.

- (b) **Floating Rate Securities: This Condition (b)** is applicable to the Securities only if the Floating Rate Securities Provisions are specified in the relevant Pricing Supplement as being applicable, **provided that**, if the Reference Rate from time to time in respect of Floating Rate Securities is specified in the applicable Pricing Supplement as being other than any of the Reference Rates referred to below in this Condition 6(b), the Reference Rate in respect of such Securities will be determined in the applicable Pricing Supplement.
- (i) **Accrual of Distribution: Subject to paragraph (d) (Distribution Deferral)** below, the Securities confer a right to receive Distribution from the Distribution Commencement Date at the Rate of Distribution payable in arrear on each Distribution Payment Date, subject as provided in Condition 8 (*Payments – Bearer Securities*) and Condition 9 (*Payments – Registered Securities*). Unless otherwise provided for in these Conditions, each Security will cease to confer the right to receive any Distribution from the due date for redemption unless, upon due presentation, payment of the full amount due is improperly withheld or refused, in which case, Distribution will continue to accrue at the applicable Rate of Distribution (after as well as before any judgment) until whichever is the earlier of (i) the date on which all sums due in respect of any Security are received by or on behalf of the relevant Securityholder and (ii) the Relevant Date.
- (ii) **Screen Rate Determination:** If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Distribution is/are to be determined, the Rate of Distribution applicable to the Securities for each Distribution Period will be determined by the Calculation Agent on the following basis:
- (A) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Distribution Determination Date;
- (B) if Linear Interpolation is specified as applicable in respect of a Distribution Period in the applicable Pricing Supplement, the Rate of Distribution for such Distribution Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Distribution Determination Date, where:
- (1) one rate shall be determined as if the relevant Distribution Period were the period of time for which rates are available next shorter than the length of the relevant Distribution Period; and
- (2) the other rate shall be determined as if the relevant Distribution Period were the period of time for which rates are available next longer than the length of the relevant Distribution Period;
- provided, however, that** if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Distribution Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the relevant Issuer determines appropriate;
- (C) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Distribution Determination Date;
- (D) if, in the case of paragraph (A) above, such rate does not appear on that page or, in the case of paragraph (C) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the relevant Issuer (or any agent appointed by it) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Distribution

Determination Date offered to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time and the relevant Issuer (or any agent appointed by it) shall notify the Calculation Agent of the same. The Calculation Agent will determine the arithmetic mean of such quotations;

- (E) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the relevant Issuer (or any agent appointed by it) and notified to the Calculation Agent, at approximately 11:00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Distribution Period for loans in the Specified Currency to leading international banks for a period equal to the relevant Distribution Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Distribution for such Distribution Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Distribution Period, the Rate of Distribution applicable to the Securities during such Distribution Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Securities in respect of a preceding Distribution Period, though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution 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 Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Accrual Period, in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Accrual Period.

- (iii) **ISDA Determination:** If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Distribution is/are to be determined, the Rate of Distribution applicable to the Securities for each Distribution Period will be the sum of the Margin (if any) and the relevant ISDA Rate where “ISDA Rate” in relation to any Distribution Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;
- (B) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement;
- (C) the relevant Reset Date (as defined in the ISDA Definitions), unless otherwise specified in the relevant Pricing Supplement, has the meaning given to it in the ISDA Definitions; and
- (D) if Linear Interpolation is specified as applicable in respect of a Distribution Period in the applicable Pricing Supplement, the Rate of Distribution for such Distribution Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

- (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Distribution Period; and
- (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Distribution Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Distribution Period or, as the case may be, next longer than the length of the relevant Distribution Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the relevant Issuer determines appropriate.

(iv) **Distribution – Floating Rate Securities referencing SONIA**

- (A) This Condition (iv) is applicable to the Securities only if the Floating Rate Security Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “SONIA”.
- (B) Where “SONIA” is specified as the Reference Rate in the Pricing Supplement, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.
- (C) For the purposes of this Condition 6(b)(iv):

“**Compounded Daily SONIA**”, with respect to an Distribution Period, will be calculated by the Calculation Agent on each Distribution Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_{i-p^{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

“**d**” means the number of calendar days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**do**” means the number of London Banking Days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**i**” means a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or

- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

to, and including, the last London Banking Day in such period;

“**Distribution Determination Date**” means, in respect of any Distribution Period, the date falling p London Banking Days prior to the Distribution Payment Date for such Distribution Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Securities are due and payable);

“**London Banking Day**” or “**LBD**” means any day (excluding Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**ni**” for any London Banking Day “i”, in the relevant Distribution Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day “i” up to, but excluding, the following London Banking Day;

“**Observation Period**” means, in respect of an Distribution Period, the period from, and including, the date falling “p” London Banking Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and ending on, but excluding, the date which is p London Banking Days prior to the Distribution Payment Date for such Distribution Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Securities become due and payable);

“**p**” for any Distribution Period or Observation Period (as applicable), means the number of London Banking Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 London Banking Days;

“**SONIA Reference Rate**” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

“**SONIAi – pLBD**” means the SONIA Reference Rate for:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the London Banking Day falling “p” London Banking Days prior to the relevant London Banking Day “i”; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement; the relevant London Banking Day “i”;

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(D) If, in respect of any London Banking Day in the relevant Distribution Period or Observation Period (as applicable), the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 6(b)(viii) (*Benchmark Replacement (Independent Adviser)*), be:

- (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
- (2) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).

(E) Subject to Condition 6(b)(xiii) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Distribution cannot be determined in accordance with the foregoing provisions of this Condition (iv), the Rate of Distribution shall be (A) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Period, in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period) or (B) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to the Securities for the first Distribution Period had the Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).

(v) **Distribution – Floating Rate Securities referencing SOFR**

- (A) This Condition (v) is applicable to the Securities only if the Floating Rate Security Provisions are specified in the relevant Pricing Supplement as being applicable and the "Reference Rate" is specified in the relevant Pricing Supplement as being "SOFR".
- (B) Where "SOFR" is specified as the Reference Rate in the Pricing Supplement, the Rate of Distribution for each Distribution Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent on each Distribution Determination Date.
- (C) For the purposes of this Condition 6(b)(v):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Distribution Period in accordance with the specific formula and other provisions set out in this Condition (v).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the relevant Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 6(b)(v)(D) below will apply.

“Compounded SOFR” with respect to any Distribution Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

“d” is the number of calendar days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

“do” is the number of U.S. Government Securities Business Days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

“i” is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

“Distribution Determination Date” means, in respect of any Distribution Period, the date falling “p” U.S. Government Securities Business Days prior to the Distribution Payment Date for such Distribution Period (or the date falling “p” U.S. Government Securities Business Days prior to such earlier date, if any, on which the Securities are due and payable);

“**ni**” for any U.S. Government Securities Business Day “**i**” in the relevant Distribution Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**Observation Period**” in respect of an Distribution Period means the period from, and including, the date falling “**p**” U.S. Government Securities Business Days preceding the first day in such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) to, but excluding, the date falling “**p**” U.S. Government Securities Business Days preceding the Distribution Payment Date for such Distribution Period (or the date falling “**p**” U.S. Government Securities Business Days prior to such earlier date, if any, on which the Securities become due and payable);

“**p**” for any Distribution Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 U.S. Government Securities Business Days;

“**SOFR**” with respect to any U.S. Government Securities Business Day, means:

- (1) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the “**SOFR Determination Time**”); or
- (2) Subject to Condition 6(b)(v)(D) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator’s Website;

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

“**SOFR Administrator’s Website**” means the website of the Federal Reserve Bank of New York, or any successor source;

“**SOFRi**” means the SOFR for:

- (1) where “Lag” is specified as the Observation Method in the applicable Pricing Supplement, the U.S. Government Securities Business Day falling “**p**” U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day “**i**”; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant U.S. Government Securities Business Day “**i**”; 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.

- (D) If the relevant Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition 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 Securities in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the relevant Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Trustee or Securityholders.

Any determination, decision or election that may be made by the relevant Issuer pursuant to this section, 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:

- (1) will be conclusive and binding absent manifest error;
- (2) will be made in the sole discretion of the relevant Issuer; and
- (3) notwithstanding anything to the contrary in the documentation relating to the Securities, shall become effective without consent from the holders of the Securities or any other party.

“Benchmark” means, initially, Compounded SOFR, as such term is defined above; **provided that** if the relevant Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then “Benchmark” shall mean the applicable Benchmark Replacement;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the relevant Issuer as of the Benchmark Replacement Date:

- (1) the sum of: (1) the alternate Rate of Distribution that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (2) the Benchmark Replacement Adjustment; or
- (2) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or
- (3) the sum of: (1) the alternate Rate of Distribution that has been selected by the relevant Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted Rate of Distribution as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate securities 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 relevant Issuer as of the Benchmark Replacement Date:

- (1) 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; or

- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the relevant Issuer 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 with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate securities at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Distribution Period” the timing and frequency of determining rates and making payments of distribution, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the relevant Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the relevant Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the relevant Issuer determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) in the case of sub-paragraph (A) or (B) of the definition of **“Benchmark Transition Event,”** the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (2) in the case of sub-paragraph (C) of the definition of **“Benchmark Transition Event,”** the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives 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;

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) 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
- (2) 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

- (3) 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;

“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 for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the relevant Issuer 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.

- (E) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under paragraph (D) above will be notified in writing promptly by the relevant Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Securityholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer:

- (1) confirming (i) that a Benchmark Transition Event has occurred, (ii) the relevant Benchmark Replacement and, (iii) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 6(b)(v); and
- (2) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

The Trustee and the Agents shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof. Subject to the notice set out this Condition (v), the Trustee, the Calculation Agent and the Agents shall without any requirement for the consent or approval of relevant Securityholders, vary these Conditions to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice (and for the avoidance of doubt, the Trustee, the Calculation Agent and/or the Agents shall, at the direction and expense of the relevant Issuer, without any consent or approval of the Securityholders, consent to and effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as the Trustee may be required in order to give effect to this Condition (v)).

- (F) If the Rate of Distribution cannot be determined in accordance with the foregoing provisions of this Condition (v), the Rate of Distribution shall be (A) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin relating to the relevant Distribution Period, in place of the Margin relating to that last preceding Distribution Period) or (B) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to the Securities for the first Distribution Period had the Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin applicable to the first Distribution Period).

(vi) **Distribution – Floating Rate Securities referencing €STR**

- (A) This Condition (vi) is applicable to the Securities only if the Floating Rate Security Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “€STR”.
- (B) Where “€STR” is specified as the Reference Rate in the Pricing Supplement, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent on each Distribution Determination Date.
- (C) For the purposes of this Condition 6(b)(vi):

“**Compounded Daily €STR**” means, with respect to any Distribution Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Distribution Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

“**d**” means the number of calendar days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or

- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“D” means the number specified as such in the relevant Pricing Supplement (or, if no such number is specified, 360);

“do” means the number of TARGET Settlement Days in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

the “**€STR reference rate**”, in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate (“**€STR**”) for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

“**€STRI**” means the €STRreference rate for:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the TARGET Settlement Day falling “p” TARGET Settlement Days prior to the relevant TARGET Settlement Day “i”; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant TARGET Settlement Day “i”.

“i” is a series of whole numbers from one to “do”, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

- (1) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Distribution Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

“**ni**” for any TARGET Settlement Day “i” in the relevant Distribution Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day “i” up to (but excluding) the following TARGET Settlement Day;

“**Observation Period**” means, in respect of any Distribution Period, the period from (and including) the date falling “p” TARGET Settlement Days prior to the first day of the relevant Distribution Period (and the final Distribution Period shall begin on and include the Distribution Commencement Date) to (but excluding) the date falling “p” TARGET Settlement Days prior to (A) (in the case of an Distribution Period) the Distribution Payment Date for such Distribution Period or (B) such earlier date, if any, on which the Securities become due and payable; and

“p” for any latest Distribution Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement and such number being no less than 5 TARGET Settlement Days.

- (D) Subject to Condition 6(b)(xiii) (*Benchmark Replacement (Independent Adviser)*), if, where any Rate of Distribution is to be calculated pursuant to paragraph (B) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.
- (E) Subject to Condition 6(b)(xiii) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Distribution cannot be determined in accordance with the foregoing provisions of this Condition 6(b)(vi)(E), the Rate of Distribution shall be (A) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin relating to the relevant Distribution Period, in place of the Margin relating to that last preceding Distribution Period) or (B) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to the Securities for the first Distribution Period had the Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin applicable to the first Distribution Period).

(vii) **Distribution – SONIA Compounded Index and SOFR Compounded Index**

Where “Index Determination” is specified in the relevant Pricing Supplement as being applicable, the Rate of Distribution for each Distribution Period will be the compounded daily reference rate for the relevant Distribution Period, calculated in accordance with the following formula:

$$\left(\frac{\text{Compounded Index} \times \text{End}}{\text{Compounded Index} \times \text{Start}} - 1 \right) \times \frac{\text{Numerator}}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

“**Compounded Index**” shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Pricing Supplement;

“**d**” is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

“**End**” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Distribution Payment Date for such Distribution Period, or such other date on which the relevant payment of distribution falls due (but which by its definition or the operation of the relevant provisions is excluded from such Distribution Period);

“**Index Days**” means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

“**Numerator**” means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

“**Relevant Decimal Place**” shall, unless otherwise specified in the Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

“**Relevant Number**” is as specified in the applicable Pricing Supplement, but, unless otherwise specified shall be five;

“**SONIA Compounded Index**” means the Compounded Daily SONIA rate as published at 10:00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England’s Interactive Statistical Database, or any successor source;

“**SOFR Compounded Index**” means the Compounded Daily SOFR rate as published at 3:00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

“**Start**” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Distribution Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Distribution Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of distribution for that Distribution Period as if Index Determination was not specified in the applicable Pricing Supplement and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition (iv) (*Distribution – Floating Rate Securities referencing SONIA*) or Condition (v) (*Distribution – Floating Rate Securities referencing SOFR*), as applicable) had been specified instead in the Pricing Supplement, and in each case “Observation Shift” had been specified as the Observation Method in the relevant Pricing Supplement, and where the Observation Shift Period for the purposes of that definition in Condition (iv) (*Distribution – Floating Rate Securities referencing SONIA*) or Condition (v) (*Distribution – Floating Rate Securities referencing SOFR*) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Pricing Supplement and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the relevant Issuer. For the avoidance of doubt, if (i) (in the case of SONIA Compounded Index) a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 6(b)(xiii) (*Benchmark Replacement (Independent Adviser)*) shall apply, and (ii) (in the case of SOFR Compounded Index) a Benchmark Transition Event and its related Benchmark Replacement Date has occurred in respect of SOFR, the provisions of Condition 6(b)(v)(D) shall apply.

(viii) **Distribution – Singapore Overnight Rate Average (“SORA”)**

(A) This Condition 6(b)(viii) is applicable to the Securities only if the Floating Rate Security Provisions are specified in the relevant Pricing Supplement as being applicable and the “Reference Rate” is specified in the relevant Pricing Supplement as being “SORA” (in which case such Security will be a “**SORA Security**”). The Rate of Distribution for each Distribution Period will, subject as provided below, be equal to the relevant SORA Benchmark (as defined below) plus or minus the Margin.

(B) The “**SORA Benchmark**” will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to Condition 6(c) (*Benchmark Replacement (SORA)*)):

(1) If Compounded Daily SORA is specified in the applicable Pricing Supplement, the SORA Benchmark for each Distribution Accrual Period shall be determined based on the Compounded Daily SORA, which shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution), as specified in the applicable Pricing Supplement on the relevant Distribution Determination Date in accordance with one of the formulas referenced below depending upon which is specified in the applicable Pricing Supplement:

(a) Where Lockout is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an 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 Rate of Distribution, 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:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_{i-x^{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Distribution Accrual Period;

“**do**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“**i**”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period to the last Singapore Business Day in such Distribution Accrual Period;

“**Distribution Determination Date**” means the Singapore Business Day immediately following the Rate Cut-Off Date;

“**ni**”, 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 number of Singapore Business Days specified in the applicable Pricing Supplement, which in no event shall be less than five Singapore Business Days);

“Rate Cut-Off Date” means, with respect to a Rate of Distribution 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 (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Securities become due and payable);

“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*”;

“SORAi” means, in respect of any Singapore Business Day “*i*” falling in the relevant Distribution Accrual Period:

- (I) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (II) 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 SORAi”**) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORAi 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 Days prior to the Distribution Accrual Payment Date in respect of the relevant Distribution Accrual Period or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Accrual Period.

- (b) Where SORA Lookback is specified in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to an Distribution Accrual Period, the rate of return of a daily compound investment during the Observation Period corresponding to 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 Rate of Distribution, 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:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_{t-SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Distribution Accrual Period;

“**do**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“**i**”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period to the last Singapore Business Day in such Distribution Accrual Period;

“**Distribution Determination Date**” means, with respect to a Rate of Distribution and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

“**ni**”, 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Distribution Payment Date at the end of such Distribution Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the SORA Securities become due and payable);

“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 <https://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 Singapore Business Day immediately following such Singapore Business Day “i”; and

“SORAi – x 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the relevant Singapore Business Day “i”.

- (c) Where SORA Backward Shifted Observation Period is specified in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to an 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 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 Rate of Distribution, 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.

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“d” is the number of calendar days in the relevant Observation Period;

“do”, 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 do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

“Distribution Determination Date” means, with respect to a Rate of Distribution and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

“**ni**”, 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) 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 five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Distribution Payment Date at the end of such Distribution Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the SORA Securities become due and payable);

“**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 <https://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 Singapore Business Day immediately following such Singapore Business Day “i”; and

“**SORAI**” means, in respect of any Singapore Business Day falling “i” in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day “i”.

- (d) Where SORA Payment Delay is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to a an 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 Rate of Distribution, 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.

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_{I-SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Distribution Accrual Period;

“**do**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“**i**”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to do, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period to the last Singapore Business Day in such Distribution Accrual Period;

“**Distribution Determination Date**” means, with respect to a Rate of Distribution and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Distribution Accrual Period, **provided that** if the Securities are being redeemed, the Distribution Determination Date with respect to the final Distribution Accrual Period will be one Singapore Business Day after the SORA Rate Cut-Off Date;

“**Distribution Payment Date**” shall be the date falling the number of Business Days equal to the Distribution Payment Delay following each Distribution Period End Date; **provided that** if the Securities are being redeemed, the Distribution Payment Date with respect to the final Distribution Accrual Period will be the redemption date;

“**Distribution Payment Delay**” means five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**ni**”, 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 <https://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 Singapore Business Day immediately following such day “**i**”;

“**SORAI**” 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 a number of Singapore Business Days prior to the end of the final Distribution Accrual Period or the relevant redemption date, as applicable, as specified in the applicable Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Distribution Accrual Period ending on any 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 relevant redemption date, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

- (C) For each Floating Rate Security where the Reference Rate is specified as being SORA and the SORA Benchmark is specified as being the SORA Index Average (the “**SORA Index Average**”), the SORA Benchmark for each Distribution Accrual Period shall be determined based on the SORA Index Average which shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) 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:

“**dc**” means the number of calendar days from (and including) the SORA IndexStart to (but excluding) the SORA IndexEnd;

“**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 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 <https://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 if a SORA Index Cessation Event has not occurred, the “SORA Index Average” shall be calculated on any Distribution Determination Date with respect to an Distribution Accrual Period, in accordance with the Compounded Daily SORA formula described above in 6(b)(viii)(B)(1)(a), 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 IndexStart as specified in the applicable Pricing Supplement;

“**SORA IndexEnd**” means the SORA Index value on the date falling five Singapore Business Days (or such other 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 IndexStart**” means the SORA Index value on the date falling five Singapore Business Days (or such other 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.

- (D) If, subject to Condition 6(c) (*Benchmark Replacement (SORA)*), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day “i”, SORA in respect of such Singapore Business Day “i” has not been published and a SORA Index Cessation Event has not occurred, then SORA for that Singapore Business Day “i” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (E) If the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement), subject to Condition 6(c) (*Benchmark Replacement (SORA)*), the Rate of Distribution shall be:
 - (1) that determined as at the last preceding Distribution Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution 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 Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Accrual Period in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Accrual Period); or
 - (2) if there is no such preceding Distribution Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Distribution which would have been applicable to such Series of SORA Securities for the first Distribution Accrual Period had the SORA Securities 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 Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Accrual Period).
- (F) If the relevant Series of SORA Securities becomes due and payable in accordance with Condition 11 (*Non-Payment*), 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 Securities became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Distribution on such SORA Securities shall, for so long as any such SORA Securities remains outstanding, be that determined on such date.
- (ix) **Maximum or Minimum Rate of Distribution:** If any Maximum Rate of Distribution or Minimum Rate of Distribution is specified in the relevant Pricing Supplement, then the Rate of Distribution shall in no event be greater than the maximum or be less than the minimum so specified.

- (x) **Calculation of Distribution Amount:** The Calculation Agent will, as soon as practicable after the time at which the Rate of Distribution is to be determined in relation to each Distribution Period, calculate the Distribution Amount payable in respect of each Security for such Distribution Period. The Distribution Amount will be calculated by applying the Rate of Distribution for such Distribution Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Security divided by the Calculation Amount. For this purpose a “sub-unit” means, in the case of any currency other than United States dollars, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of United States dollars, means one cent.
- (xi) **Publication:** The Calculation Agent will cause each Rate of Distribution and Distribution Amount determined by it, together with the relevant Distribution Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the relevant Issuer, the Guarantor and Paying Agents as soon as practicable after such determination but (in the case of each Rate of Distribution, Distribution Amount and Distribution Payment Date) in any event not later than the first day of the relevant Distribution Period. Notice thereof shall also promptly be given by the relevant Issuer to the Securityholders and, if the Securities have been admitted to listing, trading and/or quotation to any stock exchange and/or quotation system and the rules of the relevant competent authority or such stock exchange and/or quotation system so require, to such competent authority, stock exchange and/or quotation system. The relevant Issuer, the Guarantor, the Trustee and the Calculation Agent will be entitled to recalculate any Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Distribution Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Distribution Amount but instead may publish only the Calculation Amount and the Distribution Amount in respect of a Security having the minimum Specified Denomination.
- (xii) **Notifications** etc: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 by the Calculation Agent will (in the absence of manifest error) be binding on the relevant Issuer, the Guarantor, the Paying Agents, the Securityholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- (xiii) **Benchmark Replacement (Independent Adviser)**

Other than in the case of a U.S. dollar-denominated floating rate Security for which the Reference Rate is specified in the relevant Pricing Supplement as being “SOFR” or “SOFR Compounded Index”, if a Benchmark Event occurs in relation to the Reference Rate when the Rate of Distribution (or any component part thereof) for any Distribution Period remains to be determined by reference to such Reference Rate, then the relevant 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 this Condition 6(b)(xiii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 6(b)(xiii)(B)) below and any Benchmark Amendments (in accordance with Condition 6(b)(xiii)(C)) below.

An Independent Adviser appointed pursuant this Condition 6(b)(xiii) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the relevant Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the relevant Issuer, the Guarantor, the Trustee, the Agents or the Securityholders for any determination made by it pursuant to this Condition 6(b)(xiii)) and the Trustee and the Agents will not be liable for any loss, liability, cost, charge or expense which may arise as a result thereof.

- (A) If the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion that:
- (1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in this Condition 6(b)(xiii)(A)) subsequently be used in place of the Reference Rate to determine the Rate of Distribution (or the relevant component part(s) thereof) for the relevant Distribution Period and all following Distribution Periods, subject to the subsequent operation of this Condition 6(b)(xiii) in the event of a further Benchmark Event affecting the Successor Rate; or
 - (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in this Condition 6(b)(xiii)(A)) subsequently be used in place of the Reference Rate to determine the Rate of Distribution (or the relevant component part(s) thereof) for the relevant Distribution Period and all following Distribution Periods, subject to the subsequent operation of this Condition 6(b)(xiii) in the event of a further Benchmark Event affecting the Alternative Rate.
- (B) If the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Rate (as the case may be).
- (C) If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 6(b)(xiii) and the Independent Adviser (in consultation with the relevant Issuer) determines in its discretion (i) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, following consultation with the Calculation Agent (or the person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate of Distribution and the Distribution Amount(s)), subject to giving notice thereof in accordance with this Condition 6(b)(xiii)(C), without any requirement for the consent or approval of relevant Securityholders, vary these Conditions and/or the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice (and for the avoidance of doubt, the Trustee, the Calculation Agent and/or the Agents shall, at the direction and expense of the relevant Issuer, without any requirement for consent or approval of the Securityholders, consent to and effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as the Trustee, the Agents and (if applicable) the Calculation Agent may be required in order to give effect to this Condition 6(b)(xiii)).
- Securityholders consent shall not be required in connection with effecting the Successor Rate or Alternative Rate (as applicable) or such other change, including for the execution of any documents or other steps by the Trustee, the Principal Paying Agent or the Calculation Agent (if required).
- (D) If (A) the relevant Issuer is unable to appoint an Independent Adviser or (B) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 6(b)(xiii) prior to the relevant Distribution Determination Date, the relevant Issuer

(acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which, an Alternative Rate and, in either case, an Adjustment Spread if any and any Benchmark Amendments. If there has not been a First Distribution Payment Date, the Reference Rate shall be the Reference Rate applicable to the First Distribution Period. For the avoidance of doubt, any adjustment pursuant to this Condition 6(b)(xiii)(D) shall apply to the relevant Distribution Period only. Any subsequent Distribution Period may be subject to the subsequent operation of this Condition 6(b)(xiii).

- (E) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 6(b)(xiii) will be notified in writing promptly by the relevant Issuer to the Guarantor, the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Securityholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.
- (F) No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer:
 - (1) confirming (i) that a Benchmark Event has occurred, (ii) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (iii) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 6(b)(xiii); and
 - (2) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee and the Agents shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof.

- (G) The Successor Rate or Alternative Rate 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 such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the relevant Issuer, the Guarantor, the Trustee and Principal Paying Agent, the Calculation Agent, the other Paying Agents and the Securityholders.
- (H) As used in this Condition 6(b)(xiii):

“Adjustment Spread” means either a spread (which may be positive or negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(b)(ii)(D) above) determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (1) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or

- (2) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (3) (if no such determination has been made) the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(b)(ii)(D) above) determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (4) (if the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(b)(ii)(D) above) determines that no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 6(b)(ii)(D) above) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Securityholders as a result of the replacement of the Reference Rate with 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 (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(b)(ii)(D) above) determines in accordance with this Condition 6(b)(xiii) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the Specified Currency;

“Benchmark Amendments” has the meaning given to it in Condition 6(b)(xiii) (C);

“Benchmark Event” means:

- (1) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (2) a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the **“Specified Future Date”**); or
- (3) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by the Specified Future Date, be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate has been or will, by the Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Securities; or

- (5) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is or will, by the “Specified Future Date, be no longer representative of an underlying market or the methodology to calculate such Reference Rate has, or will by the Specified Future Date, materially changed; or
- (6) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent, the relevant Issuer or any other party to calculate any payments due to be made to any Securityholder using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraph (2), (3), (4) or (5) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

“Independent Adviser” means an independent financial institution of international repute or other independent financial adviser with appropriate expertise or experienced in the international capital markets, in each case appointed by the relevant Issuer at its own expense;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (1) 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
- (2) 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; and

“Successor Rate” means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

(c) **Benchmark Replacement (SORA)**

(i) **Independent Adviser**

Notwithstanding the provisions above in Condition 6, if a SORA Index Cessation Event occurs (i) in relation to an Original Reference Rate prior to the relevant Distribution Determination Date when any Rate of Distribution (or any component part thereof) remains to be determined by reference to such Original Reference Rate (in the case of Floating Rate Securities), or (ii) in relation to the Original Reference Rate prior to the relevant Reset Determination Date (in the case of Fixed Rate Securities where the Reset Provisions as specified as being applicable and the Relevant Rate is specified as being “SORA-OIS”) then the relevant 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 6(c)(ii) (*Benchmark Replacement*)) and an Adjustment Spread, if any (in accordance with Condition 6(c)(iii) (*Adjustment Spread*)), and any Benchmark Amendments (in accordance with Condition 6(c)(iv) (*Benchmark Amendments*)) by the relevant Distribution Determination Date.

An Independent Adviser appointed pursuant to this Condition 6(c) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the relevant Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the relevant Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Securityholders or the Couponholders for any determination made by it or for any advice given to the relevant Issuer in connection with any determination made by the relevant Issuer, pursuant to this Condition 6(c).

If the relevant 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 prior to the relevant Distribution Determination Date, the relevant Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 6(c)(ii) (*Benchmark Replacement*)) and an Adjustment Spread if any (in accordance with Condition 6(c)(iii) (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 6(c)(iv) (*Benchmark Amendments*)).

If the relevant Issuer or the Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement prior to the relevant Distribution Determination Date, the Rate of Distribution applicable to the next succeeding Distribution Accrual Period shall be equal to the Rate of Distribution last determined in relation to the Securities in respect of the immediately preceding Distribution Accrual Period. If there has not been a First Distribution Payment Date, the Rate of Distribution shall be the initial Rate of Distribution which would have been applicable to the Series of Securities for the first Distribution Period had the Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date. Where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution 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 Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Accrual Period shall be substituted in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Accrual Period only and any subsequent Distribution Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 6(c)(i).

(ii) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser (in consultation with the relevant Issuer) or the Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) shall (subject to adjustments as provided for in Condition 6(c)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Distribution (or the relevant component part thereof) for all future payments of distributions on the Securities (subject to the operation of this Condition 6(c)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(iv) Benchmark Amendments

If the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) determines (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread, and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, subject to giving notice thereof in accordance with Condition 6(c)(v) (*Notices, etc.*), without any requirement for the consent or approval of Securityholders, the Trustee or the Agents, 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 relevant Issuer, but subject to receipt by the Trustee and (if the Benchmark Amendments affect the Principal Paying Agent) the Principal Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by two authorised signatories of the relevant Issuer pursuant to Condition 6(c)(v) (*Notices, etc.*), the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall (at the expense of the relevant Issuer), without any requirement for the consent or approval of the Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), **provided that** the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall not be obliged so to concur if in the reasonable opinion of the Trustee 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, the Principal Paying Agent or the Calculation Agent (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement in any way.

For the avoidance of doubt, the Trustee, the Principal Paying Agent and (if applicable) the Calculation Agent shall, at the direction and expense of the relevant Issuer, 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 6(c)(iv). Securityholders' consent shall not be required in connection with the effecting of 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). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the relevant Issuer or the Independent Adviser 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.

In connection with any such variation in accordance with this Condition 6(c)(iv), the relevant Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

(v) Notices, etc.

The occurrence of a SORA Index Cessation Event shall be determined by the relevant Issuer and any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 6(c)(v) will be notified promptly by the relevant Issuer to the Guarantor, the Trustee, the Calculation Agent, the Principal Paying Agent and, in accordance with Condition 18 (*Notices*), the Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the relevant Issuer:

(A) confirming:

- (1) that a SORA Index Cessation Event has occurred;
- (2) the Benchmark Replacement; and
- (3) where applicable, any Adjustment Spread, and/or the specific terms of any Benchmark Amendments (if any),

in each case as determined in accordance with the provisions of this Condition 6(c); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement, 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, the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the relevant Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Securityholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the relevant Issuer under Conditions 6(c) (i) (*Independent Adviser*), 6(c)(ii) (*Benchmark Replacement*), 6(c)(iii) (*Adjustment Spread*) and 6(c)(iv) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 6(c) (*Benchmark Replacement (SORA)*) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any applicable Adjustment Spread and Benchmark Amendments, in accordance with Condition 6(c)(v) (*Notices, etc.*).

(vii) Definitions:

As used in this Condition 6(c):

"Adjustment Spread" means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (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 Securityholders 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:

- (A) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body;
- (B) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

- (C) is determined by the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) and 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; or with the applicable Benchmark Replacement for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution accrual period and in the same currency as the Securities;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) determines in accordance with Condition 6(c)(ii) (*Benchmark Replacement*) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic debt capital markets transactions for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Securities (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 Accrual Period”, timing and frequency of determining rates and making payments of distribution, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Distribution Accrual 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 relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (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 (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (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 (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be) determines is reasonably necessary;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the relevant Issuer) or the relevant Issuer (in the circumstances set out in Condition 6(c)(i) (*Independent Adviser*)) (as the case may be):

- (A) the Successor Rate;
- (B) the ISDA Fallback Rate; and
- (C) the Alternative Rate;

“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;

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the expense of the relevant Issuer under Condition 6(c)(i) (*Independent Adviser*);

“ISDA Fallback Adjustment” means the spread adjustment, (which may be a 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, SORA (being the originally-specified benchmark rate used to determine the SORA Benchmark or the Relevant Rate, as applicable, and the Rate of Distribution), **provided that** if a SORA Index Cessation Event has occurred with respect to SORA 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):

- (A) 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
- (B) 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 Index Cessation Event” means the occurrence of one or more of the following events:

- (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) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date, 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) 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, be permanently or indefinitely discontinued; or
- (D) 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 by a specified date; or

- (E) 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, be deemed to be no longer representative; or
- (F) it has become unlawful for the Principal Paying Agent, the Calculation Agent, the relevant Issuer or any other party to calculate any payments due to be made to any Securityholder or Couponholder using the Original Reference Rate,

provided that the SORA Index Cessation Event shall be deemed to occur (a) in the case of sub-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, (b) in the case of sub-paragraph (D) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (E) 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; and

“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 (which rate may be produced by the Monetary Authority of Singapore or such other administrator) for the Corresponding Tenor.

(d) **Distribution Deferral:**

- (i) **Optional Deferral:** The relevant Issuer may, at its sole discretion, elect to defer, in whole or in part, any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) which is otherwise scheduled to be paid on a Distribution Payment Date to the next Distribution Payment Date (an **“Optionally Deferred Distribution Payment”**) by giving notice (an **“Optional Distribution Deferral Notice”**) to the Securityholders (in accordance with Condition 18 (*Notices*)) not more than 15 nor less than five Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to a scheduled Distribution Payment Date (an **“Optional Deferral Event”**) unless, if the Dividend Pusher is specified in the relevant Pricing Supplement as being applicable, during the Dividend Pusher Lookback Period ending on the day before that scheduled Distribution Payment Date a Compulsory Distribution Payment Event has occurred. Any partial payment of outstanding Distribution (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer shall be shared by the Securityholders of all outstanding Securities on a *pro-rata* basis.
- (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 6(d)(i) (*Optional Deferral*) and any failure to pay any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) shall not constitute a default of the Issuer in respect of the Securities.
- (iii) **Requirements as to Notice:** Prior to publishing any Optional Distribution Deferral Notice, the Issuer shall, if the Dividend Pusher is specified in the relevant Pricing Supplement as being applicable, deliver to each of the Trustee and the Principal Paying Agent a certificate in the form scheduled to the Trust Deed signed by a director or a duly authorised signatory of the IREIT Manager confirming that an Optional Deferral Event has occurred and is continuing, and that no Compulsory Distribution Payment Event has occurred during the Dividend Pusher Lookback Period ending on the day before the relevant Distribution Payment Date and is continuing.

The Trustee shall be entitled to accept and rely upon such certificate as sufficient evidence of the occurrence of an Optional Deferral Event, in which event it shall be conclusive and binding on the Securityholders.

- (iv) **Cumulative Deferral:** If Cumulative Deferral is specified in the Pricing Supplement as applicable any Distribution deferred pursuant to this Condition 6(d) shall constitute “Arrears of Distribution”. The Issuer may, at its sole discretion, elect to further defer any Arrears of Distribution by complying with the foregoing notice requirements 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 may be deferred pursuant to this Condition 6(d)(iv) except that this Condition 6(d)(iv) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

If Additional Distribution is specified in the Pricing Supplement as applicable, each amount of Arrears of Distribution shall accrue distribution at the Rate of Distribution as if it constituted the principal of the Securities and the amount of such distribution (the “**Additional Distribution Amount**”) with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 6 and shall be calculated by applying the Rate of Distribution to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition 6. 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 6(d) is non-cumulative and will not accrue distribution or interest. The Issuer is not under any obligation to pay any distribution or any other Distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an 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 Securityholders (in accordance with Condition 18 (*Notices*)) and the Trustee and the Principal Paying Agent not more than 15 and not less than five Business Days (or such other notice period as may be specified hereon) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution on the payment date specified in such notice). There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to this Condition 6(d)(v).

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

- (vi) **Restrictions in the case of an Optional Deferral:** If the Dividend Stopper is specified in the Pricing Supplement as applicable, then 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 6(d)(i) (*Optional Deferral*), the Issuer and the Guarantor shall not:
 - (A) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any of the relevant Issuer’s Junior Obligations or the Guarantor’s Junior Obligations or (except on a pro rata basis) any of the relevant Issuer’s Specified Parity Obligations or the Guarantor’s Specified Parity Obligations; or

- (B) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any of the relevant Issuer's Junior Obligations or the Guarantor's Junior Obligations or (except on a pro rata basis) any of the relevant Issuer's Specified Parity Obligations or the Guarantor's Specified Parity Obligations,

in each case unless and until (1) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the relevant Issuer has satisfied in full all outstanding Arrears of Distribution, (2) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (3) the relevant Issuer or, as the case may be, the Guarantor is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

(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 Securityholders (in accordance with Condition 18 (*Notices*)), the Trustee and the Principal Paying Agent not more than 20 nor less than 10 Business Days (or such other notice period as may be specified in the applicable 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 Arrears of Distribution on the payment date specified in such notice). Any partial payment of outstanding Arrears of Distribution by the Issuer shall be paid to the Securityholders of all outstanding Securities on a *pro-rata* basis; and
- (B) in any event shall satisfy any outstanding Arrears of Distribution deferred in accordance with Condition 6(d)(i) (*Optional Deferral*), in whole but not in part, and including any Additional Distribution Amount (if applicable), on the earliest to occur of:
 - (1) the next Distribution Payment Date falling immediately after a breach of Condition 6(d)(vi) (*Restrictions in the case of an Optional Deferral*);
 - (2) the date on which the Securities are redeemed at the option of the Issuer pursuant to Condition 7(c) (*Redemption at the option of the Issuer*);
 - (3) a Special Event Redemption Date; and
 - (4) the Winding-Up of the relevant Issuer, the Guarantor or OUE REIT.

(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 6(d) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 11 (*Non-payment*)) on the part of the Issuer.

- (e) **Increase in Rate of Distribution:** If specified in the relevant Pricing Supplement as being applicable, upon the occurrence of a Step-Up Event, unless (i) an irrevocable notice in writing to redeem the Securities has been given by the Issuer to Securityholders (in accordance with Condition 18 (*Notices*)), the Trustee and the Principal Paying Agent pursuant to Condition 7 (*Redemption and Purchase*) by the 30th day following the occurrence of the relevant Step-Up Event or (ii) the relevant Step-Up Event is remedied by the 30th day following the occurrence of such relevant Step-Up Event, the Rate of

Distribution will increase by the Step-Up Rate with effect from the next Distribution Payment Date immediately following the 30th day after the occurrence of the relevant Step-Up Event, **provided that** the maximum aggregate increase in the Rate of Distribution pursuant to this Condition 6(e) shall be the Step-Up Rate. Any increase in the Rate of Distribution pursuant to this Condition 6(e) shall be notified by the Issuer to the Securityholders (in accordance with Condition 18 (*Notices*)) and to the Trustee and the Principal Paying Agent in writing no later than the 30th day following the date on which such increase is effective.

- (f) **Decrease in Rate of Distribution:** If following an increase in the Rate of Distribution after a Step-Up Event, such Step-Up Event is cured or no longer exists, upon written notice of such facts being given to the Securityholders (in accordance with Condition 18 (*Notices*)), the Trustee and the Principal Paying Agent, the Rate of Distribution shall be decreased by the Step-Up Rate with effect from (and including) the Distribution Payment Date immediately following the date falling 30 days after the date on which the Trustee receives notice that the Step-Up Event has been cured or no longer exists **provided that** the maximum aggregate decrease in the Rate of Distribution pursuant to this Condition 6(f) shall be the Step-Up Rate.

7. Redemption and Purchase

- (a) **No fixed redemption date:** The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 4 (*Status of the Senior Securities and Guarantee of the Senior Securities*)) and without prejudice to Condition 11 (*Non-payment*)) only have the right (but not the obligation) to redeem or purchase them in accordance with the following provisions of this Condition 7.
- (b) **Redemption for tax reasons:** The Securities may be redeemed at the option of the relevant Issuer in whole, but not in part at any time (if this Security is not a Floating Rate Security) or on any Distribution Payment Date (if this Security is a Floating Rate Security), on giving not less than 30 nor more than 60 days' notice to the Securityholders, or such other period(s) as may be specified in the relevant Pricing Supplement, (which notice shall be irrevocable), at their Early Redemption Amount, together with distribution accrued (if any) to (but excluding) the date fixed for redemption, if, immediately before giving such notice:
- (i) the relevant Issuer (or the REIT Manager) receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that:
 - (A) the Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) of the Income Tax Act 1947 of Singapore ("**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; and/or
 - (B) the distributions (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption on interest for "qualifying debt securities" under the ITA; or
 - (ii) (A) on the occasion of the next payment due under the Securities, the relevant Issuer (or if the Guarantee of the Securities was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*), or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws or regulations (or rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements (including a holding by a court of competent jurisdiction), or the Securities do not qualify as "qualifying debt securities" for the purposes 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 Securities; and (B) such obligation cannot be avoided by the relevant Issuer (or if the Guarantee of the Securities was called, the Guarantor) taking reasonable measures available to it,

(each “**Withholding Tax Event**”) **provided, however, that** no such notice of redemption shall be given earlier than:

- (i) where the Securities may be redeemed at any time, 90 days (or such other period as may be specified in the relevant Pricing Supplement) prior to the earliest date on which the relevant Issuer or the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Securities were then due; or
- (ii) where the Securities may be redeemed only on a Distribution Payment Date, 60 days (or such other period as may be specified in the relevant Pricing Supplement) prior to the Distribution Payment Date occurring immediately before the earliest date on which the relevant Issuer or the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Securities were then due or a demand under the Guarantee of the Securities was then made.

Prior to the publication of any notice of redemption pursuant to this paragraph (b), the relevant Issuer shall deliver or procure that there is delivered to the Trustee (1) a certificate signed by a director or a duly authorised signatory of the relevant Issuer stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the relevant Issuer so to redeem have occurred and (2) an opinion, in form and substance satisfactory to the Trustee, of independent legal, tax or any other professional advisers of recognised standing to the effect that the relevant Issuer or the Guarantor has or is likely to become obliged to pay such additional amounts as a result of such change, amendment, interpretation or pronouncement as set out in Condition 7(b)(ii) above (if applicable).

The Trustee shall be entitled to accept and rely upon such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event they shall be conclusive and binding on the Securityholders.

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

References in this Condition 7(b) to “independent legal, tax or any other professional advisers of recognised standing” are not intended to and shall not in the ordinary course exclude any of the relevant Issuer’s usual tax or legal advisers, or any such adviser who may have tendered professional services to the relevant Issuer in connection with the issue and offering of the Securities.

- (c) **Redemption at the option of the Issuer:** The Securities may be redeemed at the option of the relevant Issuer in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the relevant Issuer’s giving not less than 30 nor more than 60 days’ notice to the Securityholders, or such other period(s) as may be specified in the relevant Pricing Supplement (which notice shall be irrevocable and shall oblige the relevant Issuer to redeem the Securities or, as the case may be, the Securities specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus Distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount).
- (d) **Redemption upon a Rating Event:** If the Rating Event Redemption is specified in the relevant Pricing Supplement as being applicable, the Securities may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time (if this Security is not a Floating Rate Security) or on any Distribution Payment Date (if this Security is a Floating Rate Security), on giving not less than 30 nor more than 60 days’ notice to the Securityholders (which notice shall be irrevocable) at their Early Redemption Amount, if, immediately before giving such notice, an amendment, clarification or change has occurred or will occur prior to the next Distribution Payment Date, in the equity credit

criteria, guidelines or methodology of any relevant Rating Agency or any of their respective successors to the rating business thereof, which amendment, clarification or change results in a lower equity credit for the Securities than the equity credit assigned on the Issue Date or assigned at the date when equity credit is assigned for the first time (a “**Rating Event**”).

Prior to the publication of any notice of redemption pursuant to this Condition 7(d), the Issuer shall deliver or procure that there is delivered to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances.

(e) **Redemption upon a Tax Deductibility Event:** If the Redemption for Tax Deductibility Event is specified in the relevant Pricing Supplement as being applicable, the Securities may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time or on any Distribution Payment Date, on giving not less than 30 nor more than 60 days’ notice to the Securityholders (which notice shall be irrevocable) at their Early Redemption Amount, if:

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

- (A) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is made public, enacted, promulgated, issued or becomes effective which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Securities;
- (B) 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 made public, enacted, promulgated, issued or becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Securities; or
- (C) any applicable official interpretation or pronouncement (which, for the avoidance of doubt, includes any ruling) which is issued or announced on or after the date on which agreement is reached to issue the first Tranche of the Securities that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position,

the distributions (including any Arrears of Distribution and any Additional Distribution Amounts) by the relevant Issuer are no longer, or within 90 days of the date of the certificate referred to below 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; or

(ii) the relevant Issuer (or the REIT Manager) receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the distributions (including any Arrears of Distribution and any Additional Distribution Amount (if any)) will not be regarded as interest in nature for the purpose of the ITA or would not be regarded as interest in nature for the purpose of the ITA or would not be sums “payable by way of interest upon any money borrowed” for the purpose of Section 14(1)(a) of the ITA,

(each, 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 Securities would not be fully tax deductible by the relevant Issuer for Singapore profits tax.

Prior to the publication of any notice of redemption pursuant to this Condition 7(e), the relevant Issuer shall deliver or procure that there is delivered to the Trustee a certificate signed by a director or a duly authorised signatory of the relevant Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances.

The Trustee shall be entitled to accept and rely upon such certificate as sufficient evidence of the satisfaction of the circumstances set out above, in which event it shall be conclusive and binding on the Securityholders.

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

- (f) **Redemption upon an Accounting Event:** If the Accounting Event Redemption is specified in the relevant Pricing Supplement as being applicable, the Securities may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time (if this Security is not a Floating Rate Security) or on any Distribution Payment Date (if this Security is a Floating Rate Security), on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable) at their Early Redemption Amount, if, immediately before giving such notice, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council (as amended from time to time ("**SFRS(I)**") or any other accounting standards that may replace SFRS (I) for the purposes of the consolidated financial statements of OUE REIT (the "**Relevant Accounting Standard**"), the Securities must not or must no longer be recorded as "equity" of OUE REIT pursuant to the Relevant Accounting Standard (an "**Accounting Event**").

Prior to the publication of any notice of redemption pursuant to this Condition 7(f), the relevant Issuer shall deliver or procure that there is delivered to the Trustee (1) a certificate, signed by a director or a duly authorised signatory of the REIT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and (2) an opinion, in form and substance satisfactory to the Trustee, of the relevant Issuer's independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard is due to take effect.

The Trustee shall be entitled to accept and rely upon such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event they shall be conclusive and binding on the Securityholders.

Upon the expiry of any such notice as is referred to in this Condition 7(f), the relevant Issuer shall be bound to redeem the Securities in accordance with this Condition 7(f) **provided that** such date for redemption shall be no earlier than 90 days prior to the last day before the date on which the Securities must not or must no longer be so recorded as "equity" of the Issuer pursuant to the Relevant Accounting Standard.

- (g) **Redemption upon a Regulatory Event:** If Redemption upon a Regulatory Event is specified as being applicable in the applicable Pricing Supplement, the Securities may be redeemed at the option of the relevant Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time (if this Security is not a Floating Rate Security) or on any Distribution Payment Date (if this Security is a Floating Rate Security), in each case on giving not less than 30 nor more than 60 days' notice (or such other maximum and minimum notice period as may be specified in the applicable Pricing Supplement) to the Trustee, the Principal Paying Agent and, in accordance with Condition 18 (*Notices*), the Securityholders (which notice shall be irrevocable), at their Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with Distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable), if, as a result of any change in, or amendment to, the Property Funds Appendix, or any change in the application or official interpretation of the Property Funds Appendix, the Securities count or, in the Distribution Payment Period immediately following that Distribution Payment Date, will count towards the Aggregate Leverage under the Property Funds Appendix (a "**Regulatory Event**"), **provided that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Securities will count towards the Aggregate Leverage.

Prior to the publication of any notice of redemption pursuant to this Condition 7(g), the relevant Issuer shall deliver, or procure that there is delivered to the Trustee (i) a certificate, signed by a director or a duly authorised signatory of the REIT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances and (ii) an opinion, in form and substance satisfactory to the Trustee, of an independent legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to, or change in application or interpretation of, the Property Funds Appendix, took, or is due to take, effect. Upon expiry of any such notice as is referred to in this Condition 7(g), the relevant Issuer shall be bound to redeem the Securities in accordance with this Condition 7(g).

For the purposes of this Condition 7(g):

“Aggregate Leverage” means, as defined under the Property Funds Appendix, the total borrowings and deferred payments of a real estate investment trust, or such other definition as may from time to time be provided for under the Property Funds Appendix; and

“Property Funds Appendix” means Appendix 6 of the Code on Collective Investment Schemes, issued by the Monetary Authority of Singapore, as amended, varied or supplemented from time to time.

References in this Condition 7(g) to “independent legal adviser of recognised standing” are not intended to and shall not in the ordinary course exclude any of the relevant Issuer’s or the Guarantor’s usual legal advisers, or any such adviser who may have tendered professional services to the Issuer in connection with the issue and offering of the Securities.

- (h) **Redemption upon cessation or suspension in trading of Units in OUE REIT (Delisting/ Suspension of Trading):** If redemption upon cessation or suspension in trading our Units in OUE REIT Global is specified in the relevant Pricing Supplement as being applicable, if on any date (i) the Units in OUE REIT cease to be listed and/or traded on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) (a “**Delisting**”) or (ii) trading in the Units of OUE REIT is suspended for more than 10 consecutive Trading Days (as defined below) (a “**Suspension**”) on which normal trading of securities is carried out, the Securities 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’ notice to the Securityholders at their Early Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption).

For the purposes of this Condition 7(g):

“Trading Day” means a day when the SGX-ST is open for dealing business, **provided that** if no closing price is reported in respect of the relevant Units on the SGX-ST for one or more consecutive dealing days, such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days; and

“Unit” means an undivided interest in OUE REIT as provided for in the REIT Trust Deed.

- (i) **Redemption in the case of minimal outstanding amount:** If redemption in the case of minimal outstanding amounts is specified in the relevant Pricing Supplement as being applicable, the Securities may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time (if this Security is not a Floating Rate Security) or on any Distribution Payment Date (if this Security is a Floating Rate Security), on the relevant Issuer giving not less than 30 nor more than 60 days’ notice to the Securityholders (which notice shall be irrevocable) at the Early Redemption Amount, if, immediately before giving such notice, the aggregate principal amount of the Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any further securities issued in accordance with Condition 17 (*Further Issues*)).

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

- (j) **Partial Redemption:** If the Securities are to be redeemed in part only on any date in accordance with paragraph (c) (*Redemption at the option of the Issuer*) above, in the case of Bearer Securities, the Securities to be redeemed shall be selected by the drawing of lots in such place as the Principal Paying Agent and the relevant Issuer approve and in such manner as the Principal Paying Agent and the relevant Issuer consider appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Securities have then been admitted to listing, trading and/or quotation and the notice to Securityholders referred to in paragraph (c) (*Redemption at the option of the Issuer*) above shall specify the serial numbers of the Securities so to be redeemed, and, in the case of Registered Securities, each Security shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Securities to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Securities on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (k) **No other redemption:** The relevant Issuer shall not be entitled to redeem the Securities otherwise than as provided in paragraphs (a) (*No fixed redemption date*) to (g) (*Redemption upon a Regulatory Event*) above or as otherwise specified in the relevant Pricing Supplement.
- (l) **Purchase:** The relevant Issuer, the Guarantor, OUE REIT and/or any of their respective Subsidiaries may at any time purchase Securities in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.
- (m) **Cancellation:** All Securities purchased by or on behalf of the relevant Issuer, the Guarantor, OUE REIT and/or any of their respective Subsidiaries may be surrendered for cancellation, in the case of Bearer Securities, by surrendering each such Security together with all unmatured Coupons and all unexchanged Talons to the Principal Paying Agent at its Specified Office and, in the case of Registered Securities, by surrendering the Certificate representing such Securities to the Registrar and, in each case, if so surrendered, the same shall, together with all Securities redeemed by the relevant Issuer or the Guarantor, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Securities so surrendered for cancellation may not be reissued or resold and the obligations of the relevant Issuer and the Guarantor in respect of any such Securities shall be discharged.
- (n) **Calculations:** Neither the Trustee nor any of the Agents (other than the Calculation Agent and solely in respect of its functions as an appointment Calculation Agent of the relevant Issuer) shall be responsible for calculating or verifying the calculations of any amount under any notice of redemption or have a duty to verify the accuracy, validity and/or genuineness of any documents in relation to or in connection thereto, and shall not be liable to the Securityholders or any other person for not doing so.

8. Payments – Bearer Securities

This Condition 8 is only applicable to Bearer Securities.

- (a) **Principal:** Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Securities at the Specified Office of any Paying Agent outside the United States (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which the payment is due on (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency, and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong.

- (b) **Distribution:** Payments of Distribution shall, subject to paragraph (a)(i) above, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) (*Principal*) above.
- (c) **Payments in New York City:** Payments of principal or Distribution may be made at the Specified Office of a Paying Agent in New York City if (i) the relevant Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the Distribution in the currency in which the payment is due when due, and payment of the full amount of such Distribution at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) payment is permitted by applicable United States law.
- (d) **Payments subject to fiscal laws:** All payments in respect of the Bearer Securities are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Securityholders or Couponholders in respect of such payments.
- (e) **Deductions for unmatured Coupons:** If the relevant Pricing Supplement specifies that the Fixed Rate Security Provisions are applicable and a Bearer Security is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) (*Principal*) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- (f) **Unmatured Coupons void:** If the relevant Pricing Supplement specifies that this Condition 8(f) is applicable or that the Floating Rate Security Provisions are applicable, on the due date for final redemption of any Security or early redemption in whole of such Security pursuant to Condition 7(b) (*Redemption for tax reasons*), 7(c) (*Redemption at the option of the Issuer*), 7(d) (*Redemption upon a Rating Event*), 7(e) (*Redemption upon a Tax Deductibility Event*), 7(f) (*Redemption upon an Accounting Event*) or 7(i) (*Redemption in the case of minimal outstanding amount*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) **Payments on business days:** If the due date for payment of any amount in respect of any Bearer Security or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further distribution or other payment in respect of any such delay.
- (h) **Payments other than in respect of matured Coupons:** Payments of distribution other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Security at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) (*Payments in New York City*) above).
- (i) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Bearer Security or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) **Exchange of Talons:** On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Security, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 12 (*Prescription*)). Upon the due date for redemption of any Bearer Security, any unexchanged Talon relating to such Security shall become void and no Coupon will be delivered in respect of such Talon.
- (k) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the relevant Issuer or the Guarantor, in its sole discretion, is not able to satisfy payments of principal or distribution in respect of Bearer Securities when due in Renminbi in Singapore, the relevant Issuer or the Guarantor may, on giving not less than 10 nor more than 30 days' irrevocable notice to the Securityholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment in Singapore dollars on the due date at the Singapore Dollar Equivalent of any such Renminbi denominated amount. In such event, payment of the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Bearer Securities shall be made by transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

9. Payments – Registered Securities

This Condition 9 is only applicable to Registered Securities.

- (a) **Principal:** Payments of principal shall be made (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which payment is due (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong, and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

- (b) **Distribution:** Payments of distribution shall be made (i) in the case of a currency other than Renminbi, by transfer to an account denominated in the currency in which payment is due (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (ii) in the case of Renminbi, by transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong, and (in the case of distribution payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.
- (c) **Payments subject to fiscal laws:** All payments in respect of the Registered Securities are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Securityholders in respect of such payments.
- (d) **Payments on business days:** Payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated (i) (in the case of payments of principal and distribution payable on redemption) on the later of the due date for payment and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of distribution payable other than on redemption) on the due date for payment. A Holder of a Registered Security shall not be entitled to any distribution or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day.
- (e) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Registered Security, the relevant Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.
- (f) **Record date:** Each payment in respect of a Registered Security will be made to the person shown as the Holder in the Register at the close of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**").
- (g) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the relevant Issuer or the Guarantor, in its sole discretion, is not able to satisfy payments of principal or distribution in respect of Registered Securities when due in Renminbi in Singapore, the relevant Issuer or the Guarantor may, on giving not less than 10 nor more than 30 days' irrevocable notice to the Securityholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment in Singapore dollars on the due date at the Singapore Dollar Equivalent of any such Renminbi denominated amount. In such event, payment of the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Registered Securities shall be made by transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

So long as the Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system, each payment in respect of the Global Certificate will be made to the person shown as the holder in the Register at the close of business of the relevant clearing system on the Clearing System Business Day before the due date for such payments, where "Clearing System Business Day" means a weekday (Monday to Friday, inclusive) except 25 December and 1 January. So long as the Global Certificate or the Global Security is held on behalf of CDP, the record date for purposes of determining entitlements to any payment of principal, distribution and any other amounts in respect of the Security shall, unless otherwise specified by the relevant Issuer, be the date falling five business days prior to the relevant payment date (or such other date as may be prescribed by CDP).

10. Taxation

- (a) **Gross up:** All payments of principal and Distribution (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Securities and the Coupons by or on behalf of the relevant Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Singapore or any political subdivision therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the relevant Issuer or the Guarantor shall pay such additional amounts as will result in receipt by the Securityholders and the Couponholders after such withholding or deduction 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 in respect of any Security or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:
- (i) held by or on behalf of a Holder who is (A) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (B) liable to such taxes, duties, assessments or governmental charges in respect of such Security or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or governmental charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Security or Coupon; or
 - (ii) where the relevant Security or Coupon or Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Security or Coupon would have been entitled to such additional amounts on presenting or surrendering such Security or Coupon or Certificate for payment on the last day of such period of 30 days; or
 - (iii) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Security (or the Certificate representing it), or Coupon is presented for payment, but fails to do so.

Where the Securities are not recognised as debt securities for Singapore income tax purposes, all payments in respect of the Securities by or on behalf of the relevant Issuer or the Guarantor may be subject to Singapore withholding tax, regardless of the underlying receipts from which the distributions are made by OUE REIT. In that event, the relevant Issuer or the Guarantor will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of the Securities for or on account of any such taxes or duties.

Notwithstanding any other provision of these Conditions, in no event will the relevant Issuer or the Guarantor be required to pay any additional amounts in respect of the Securities and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

- (b) **Taxing jurisdiction:** If the relevant Issuer or the Guarantor becomes subject at any time to any taxing jurisdiction other than Singapore, references in these Conditions to Singapore shall be construed as references to Singapore and/or such other jurisdiction.

- (c) Neither the Trustee nor any Agent shall be responsible for paying any tax, duty, charges, withholding or other payment referred to in this Condition 10 or for determining whether such amounts are payable or the amount thereof, and none of them shall be responsible or liable for any failure by the relevant Issuer, the Guarantor, any Securityholder or any third party to pay such tax, duty, charges, withholding or other payment in any jurisdiction, or be responsible to provide any notice or information in relation to the Securities in connection with payment of such tax, duty, charges, withholding or other payment in any jurisdiction.

11. Non-payment

- (a) **Limited rights to institute proceedings:** Notwithstanding any of the provisions below in this Condition 11, 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 relevant Issuer has elected to defer that Distribution in accordance with Condition 6(d) (*Distribution Deferral*). In addition, nothing in this Condition 11, including any restriction on commencing proceedings, shall in any way restrict or limit any rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the relevant Issuer or the Guarantor, in respect of any costs, charges, fees, expenses properly incurred or liabilities incurred by such party pursuant to or in connection with the Trust Deed or the Securities.
- (b) **Proceedings for Winding-Up:** Upon (i) a final and effective order being made or an effective resolution being passed for a Winding-Up or (ii) the relevant Issuer or the Guarantor failing to make payment in respect of any principal payable by it under any of the Securities or the Guarantee of the Securities within five business days of the due date for payment thereof or failing to make payment in respect of any distribution or other amounts (other than principal) payable by it under any of the Securities within seven business days of the due date for payment thereof (collectively, the “**Enforcement Events**”), the relevant Issuer or the Guarantor shall be deemed to be in default under the Trust Deed and the Securities and the Trustee may, subject to the provisions of paragraph (d) (*Entitlement of Trustee*) below, institute proceedings for the Winding-Up and/or prove and/or claim in the Winding-Up for the principal amount of the Securities together with Distribution, Arrears of Distribution and any Additional Distribution Amount accrued to the day prior to the commencement of the Winding-Up.
- (c) **Enforcement:** Without prejudice to paragraph (b) (*Proceedings for Winding-Up*) above but subject to the provisions of paragraph (d) (*Entitlement of Trustee*) below, the Trustee may without further notice to the relevant Issuer or the Guarantor institute such proceedings against the relevant Issuer, the Guarantor or OUE REIT as it may think fit to enforce any term or condition binding on the relevant Issuer, the Guarantor or OUE REIT under the Trust Deed or the Securities (other than any payment obligation of the relevant Issuer, the Guarantor or OUE REIT under or arising from the Securities or the Trust Deed, 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 Securities, including any damages awarded for breach of any obligations), **provided that** in no event shall the relevant Issuer, the Guarantor or OUE REIT, 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 at its discretion may and, if so requested in writing by Securityholders of at least 25 per cent. of the aggregate principal amount of the Securities then outstanding or if so directed by an Extraordinary Resolution of the Securityholders, shall take any of the actions referred to in paragraph (b) (*Proceedings for Winding-Up*) or paragraph (c) (*Enforcement*) above against the relevant Issuer or the Guarantor to enforce the terms of the Trust Deed or the Securities subject in any such case to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction.

- (e) **Right of Securityholders:** No Securityholder shall be entitled to proceed directly against the relevant Issuer, the Guarantor or OUE REIT or to institute proceedings for the Winding-Up or to prove or claim in such Winding-Up unless the Trustee, having become so bound to proceed or being able to prove or claim in such Winding-Up, fails to do so within a reasonable period and such failure shall be continuing, in which case the Securityholder shall have only such rights against the relevant Issuer, the Guarantor and/or or OUE REIT as those which the Trustee is entitled to exercise as set out in this Condition 11.
- (f) **Extent of Securityholders' remedy:** No remedy against the relevant Issuer, the Guarantor or OUE REIT, other than as referred to in this Condition 11, shall be available to the Trustee or the Securityholders, whether for the recovery of amounts owing in respect of the Securities under the Trust Deed or the Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Securities or the Trust Deed.

12. Prescription

Claims for principal in respect of Bearer Securities shall become void unless the relevant Bearer Securities are presented for payment within ten years of the appropriate Relevant Date. Claims for distribution in respect of Bearer Securities shall become void unless the relevant Coupons are presented for payment within three years of the appropriate Relevant Date. Claims for principal on redemption in respect of Registered Securities shall become void unless the relevant Certificates are surrendered for payment within ten years of the appropriate Relevant Date. Claims for distribution in respect of Registered Securities shall become void unless the relevant Certificates are surrendered for payment within three years of the appropriate Relevant Date.

13. Replacement of Securities and Coupons

If any Security, Certificate or Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, in the case of Bearer Securities, or the Registrar, in the case of Registered Securities (and, if the Securities are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws, regulations and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the fees, costs and expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Security, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the relevant Issuer on demand the amount payable by the relevant Issuer in respect of such Security, Certificate, Coupon or Talon) and otherwise as the relevant Issuer, the Registrar or the Transfer Agent may reasonably require. Mutilated or defaced Securities, Certificates or Coupons must be surrendered before replacements will be issued.

14. Trustee and Agents

Under the Trust Deed, the Trustee is entitled to be indemnified, pre-funded and/or provided with security and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Securityholders. In addition, the Trustee is entitled to enter into business transactions with the relevant Issuer or the Guarantor and any entity relating to the relevant Issuer or the Guarantor.

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Securityholders as a class and will not be responsible for any consequence for individual Securityholders as a result of such Securityholders being connected in any way with a particular territory or taxing jurisdiction. In acting under the Agency Agreement and in connection with the Securities and the Coupons, the Agents act solely as agents of the relevant Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Securityholders or Couponholders.

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Pricing Supplement. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents; **provided, however, that:**

- (a) the relevant Issuer shall at all times maintain a principal paying agent and a registrar;
- (b) if a Calculation Agent is specified in the relevant Pricing Supplement, the relevant Issuer shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Securities are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the relevant Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their Specified Offices shall be given to the Securityholders by the relevant Issuer in accordance with the Trust Deed.

15. Meetings of Securityholders; Modification and Waiver

- (a) **Meetings of Securityholders:** The Trust Deed contains provisions for convening meetings of Securityholders of a Series to consider any matters affecting their interests, including the modification of any provision of these Conditions, the Trust Deed and/or the Agency Agreement. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting (i) may be convened by the relevant Issuer, the Guarantor or by the Trustee and (ii) shall be convened by the Trustee (subject to it being first indemnified, pre-funded and/or provided with security to its satisfaction) upon the request in writing of Securityholders holding not less than 15 per cent. of the aggregate principal amount of any Series of the outstanding Securities. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing at least half of the aggregate principal amount of the Series of outstanding Securities or, at any adjourned meeting, two or more Persons being or representing Securityholders whatever the principal amount of the Series of Securities held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Securityholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Securities form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders and Couponholders of the relevant Series, whether present or not.

- (b) **Written Resolutions and Electronic Consent:**

- (i) The Trust Deed provides that:
 - (A) a written resolution signed by or on behalf of the Securityholders of not less than three-quarters of the aggregate principal amount of a Series of Securities then outstanding who for the time being are entitled to receive notice of a meeting (such a resolution in writing (a “**Written Resolution**”) may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Securityholders); or
 - (B) where the Securities are held by or on behalf of a clearing system or clearing systems, approval of a resolution proposed by the relevant Issuer or the Guarantor given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the Securityholders of not less than three-quarters of the aggregate principal amount of a Series of Securities then outstanding (an “**Electronic Consent**”),

shall, in each case for all purposes, be as valid and effective as an Extraordinary Resolution passed at a meeting of Securityholders duly convened and held.

Electronic Consents are not capable of being communicated by Securityholders through any electronic communications system of CDP. Accordingly, where Securities are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held by CDP, Electronic Consents will not be possible.

- (ii) A Written Resolution and/or Electronic Consent will be binding on all Securityholders whether or not they participated in such Written Resolution and/or Electronic Consent, as the case may be.
- (c) **Modification and waiver:** The Trustee may, without the consent of the Securityholders, agree to any modification of these Conditions, the Agency Agreement or the Trust Deed (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, not materially prejudicial to the interests of Securityholders and to any modification of the Securities, the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, is of a formal, minor or technical nature or made to correct a manifest error or to comply with mandatory provisions of law or (in the event the Securities are listed) is required by any stock exchange or is required by Euroclear, Clearstream, Luxembourg and/or CDP.

In addition, the Trustee may, without the consent of the Securityholders, authorise or waive any proposed breach or breach of the Securities, the Agency Agreement or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Securityholders will not be materially prejudiced thereby.

Any such modification, waiver or authorisation shall be binding on the Securityholders and unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified by the Issuer to the Securityholders as soon as practicable thereafter.
- (d) **Direction from Securityholders:** Notwithstanding anything to the contrary in these Conditions or the Trust Deed, whenever the Trustee is required or entitled by the terms of these Conditions or the Trust Deed to exercise any discretion or power, take any action, make any decision or give any direction or certification, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision, or giving any such direction or certification, to seek directions or clarifications from the Securityholders by way of an Extraordinary Resolution and shall have been indemnified and/or pre-funded and/or provided with security to its satisfaction against all action, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages, expenses (including legal expenses) and liabilities which may be incurred by it in connection therewith, and the Trustee is not responsible for any loss or liability incurred by any person as a result of any delay in it exercising such discretion or power, taking such action, making such decision, or giving such direction or certification where the Trustee is seeking such directions or in the event that no such directions or clarifications are received by the Trustee.
- (e) **Certificates and reports:** The Trustee may rely without liability to any Securityholder, Couponholder or to other person on a report, advice, opinion, confirmation or certificate from any lawyers, valuers, accountants (including the auditors, surveyors), 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 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 or certificate or advice and such report, confirmation, certificate, opinion or advice shall be binding on the Securityholders and the Couponholders.

16. Substitution or Variation

If Special Event Substitution or Variation is specified in the relevant Pricing Supplement as being applicable and a Special Event has occurred and is continuing, then the relevant Issuer may, but shall not be obliged to, subject to Condition 6 (*Distribution*) (without any requirement for the consent or approval of the Securityholders) and subject to its having satisfied the Trustee immediately prior to the giving of any notice referred to herein that the provisions of this Condition 16 have been complied with, and having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18 (*Notices*), the Securityholders (which notice shall be irrevocable), at any time either (i) substitute all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become (as the case may be), Qualifying Securities, and the Trustee shall (subject to the following provisions of this Condition 16 and subject to the receipt by it of the certificate of the directors of the relevant Issuer referred to herein, on which it may rely absolutely) agree to such substitution or variation.

Upon expiry of such notice, the relevant Issuer shall either vary the terms of or, as the case may be, substitute the Securities in accordance with this Condition 16, as the case may be.

In connection therewith, any outstanding Arrears of Distribution (including any Additional Distribution Amount) will be satisfied in full in accordance with the provisions of Condition 6(d) (*Distribution Deferral*).

In connection with any substitution or variation in accordance with this Condition 16, the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

Any such substitution or variation in accordance with the foregoing provisions shall not be permitted if any such substitution or variation would give rise to a Special Event with respect to the Securities or the Qualifying Securities.

17. Further Issues

The relevant Issuer may from time to time, without the consent of the Securityholders or Couponholders, create and issue further Securities having the same terms and conditions as the Securities of any Series (or in all respects except for the first payment of distribution) and so that the same shall be considered and form a single Series with such Securities, and references in these Conditions to "Securities" shall be construed accordingly. The relevant Issuer may from time to time create and issue other Series of Securities having the benefit of the Trust Deed.

18. Notices

- (a) **Bearer Securities:** Notices to the holders of Bearer Securities shall be valid if published in a leading English language newspaper of general circulation in Singapore (which is expected to be The Business Times), or if such publication is not practicable, in a leading English language newspaper having general circulation in Asia (which is expected to be The Wall Street Journal, Asian Edition), **provided that**, for so long as the Bearer Securities are listed on the SGX-ST, notices to the holders of Bearer Securities shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice shall be deemed to have been given on the date of first publication (or if published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Securities.
- (b) **Registered Securities:** Notices to the holders of Registered Securities shall be valid if mailed to them at their respective addresses in the Register or if published in a leading English language newspaper of general circulation in Singapore (which is expected to be The Business Times), or if such publication is not practicable, in a leading English language newspaper having general circulation in Asia (which is expected to be The Wall Street Journal, Asian Edition), **provided that**, for so long as the Registered Securities are listed on

the SGX-ST, notices to the holders of Registered Securities shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice shall be deemed to have been given on the date of first publication (or if published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers) or (if mailed) on the fourth weekday (being a day other than a Saturday or a Sunday or a gazetted public holiday) after the date of mailing.

So long as the Securities are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held (i) on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (except as provided in (ii) below), notices to the holders of Securities 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 these Conditions or by delivery of the relevant notice to the holder of the Global Security or Global Certificate; (ii) by CDP, notices to the holders of Securities of that Series may be given by delivery of the relevant notice to the persons shown in the list of Securityholders provided by CDP, or in each case, notices to the holders of Securities of that Series may also be given by way of publication in a leading English language daily newspaper of general circulation in Singapore (which is expected to be The Business Times) **provided that**, in each case, for so long as the Securities represented by such Global Security or Global Certificate are listed on the SGX-ST, notices to holders of Securities shall also be valid if published by way of an announcement on the website of the SGX-ST. Any such notice will be deemed to have been given at 5:00 p.m. on the day the relevant clearing system receives such notice or two business days after despatch or on the date of first publication, as the case may be.

Notwithstanding the other provisions of this Condition 18, in any case where the identities and addresses of all the Securityholders are known to the relevant Issuer, notices to such holders may be given individually by mail to such addresses and will be deemed to have been given two days after despatch.

19. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplement), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Singapore or United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

20. Governing Law and Jurisdiction

- (a) **Governing law:** The Trust Deed, the Agency Agreement, the Securities and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Securities and the Coupons are governed by, and construed in accordance with:
- (i) If the Securities are specified to be governed by English law in the applicable Pricing Supplement, English law, provided that the subordination provisions set out in Condition 4 (*Status of the Senior Securities and Guarantee of the Senior Securities*) and Condition 5 (*Status Subordinated Securities and Guarantee of the Subordinated Securities*) are governed by Singapore law; or
 - (ii) If the Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, Singapore law.

(b) **Jurisdiction:**

- (i) (A) If the Securities are specified to be governed by English law in the applicable Pricing Supplement, the English courts, or (b) if the Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the courts of Singapore (the “**Relevant Courts**”) non-exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Securities and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Securities and/or the Coupons (a “**Dispute**”) and accordingly each of the relevant Issuer, (in respect of each Tranches of Guaranteed Securities), the Guarantor and the Trustee and any Securityholders or Couponholders in relation to any Dispute submits to the non-exclusive jurisdiction of the Relevant Courts.
- (ii) To the extent allowed by law, the Trustee and the Securityholders and the Couponholders may, in respect of any Dispute or Disputes, take (1) proceedings in any other court with jurisdiction; and (2) concurrent proceedings in any number of jurisdictions.

(c) **Service of process:**

The relevant Issuer and (in respect of each Tranches of Guaranteed Securities), the Guarantor agrees that the documents which start any Dispute under English law (an “**English Law Dispute**”) and any other documents required to be served in relation to such English Law Dispute may be served on it by being delivered to Law Debenture Corporate Services Limited with its address at 8th Floor, 100 Bishopsgate, London EC2N 4AG, or to such other person with an address in England or Wales and/or such other address in England or Wales as the relevant Issuer may specify by notice in writing to the Trustee. Nothing herein shall affect the right to serve process in any other manner permitted by law. This Condition 20(c) applies to English Law Disputes in England and elsewhere.

21. Liability of DBS Trustee Limited (in its capacity as trustee of OUE REIT)

- (a) Notwithstanding any provision to the contrary in the Trust Deed, the Securities or any Coupons, each of the Securityholders and the Couponholders acknowledges and agrees that the OUE REIT Trustee has entered into the Trust Deed solely in its capacity as trustee of OUE REIT and not in its personal capacity and all references to the “Issuer”, “relevant Issuer” (where the OUE REIT Trustee is acting in its capacity as an issuer under the Programme) and “Guarantor” in the Trust Deed, the Securities and any Coupons shall be construed accordingly. Accordingly, notwithstanding any provision to the contrary in the Trust Deed, the Securities or any Coupons, the OUE REIT Trustee has assumed all obligations under the Trust Deed, the Securities and any Coupons in its capacity as trustee of OUE REIT and not in its personal capacity. Any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by the OUE REIT Trustee under the Trust Deed, the Securities and any Coupons is given and assumed by the OUE REIT Trustee in its capacity as trustee of OUE REIT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate is limited to the assets of OUE REIT over which the OUE REIT Trustee (in its capacity as trustee of OUE REIT) has recourse, and shall not extend to any personal assets of the OUE REIT Trustee or any assets held by the OUE REIT Trustee as trustee of any trust (other than OUE REIT). Any obligation, matter, act, action or thing required to be done, performed or undertaken by the OUE REIT Trustee under the Trust Deed, the Securities or the Coupons shall only be in connection with matters relating to OUE REIT and shall not extend to the obligations of the OUE REIT Trustee in respect of any other trust or real estate investment trust of which it is trustee.

- (b) Notwithstanding any provision to the contrary in the Trust Deed, the Securities or any Coupons, each of the Securityholders and the Couponholders acknowledges and agrees that the OUE REIT Trustee's obligations under the Trust Deed, the Securities and any Coupons will be solely the corporate obligations of the OUE REIT Trustee (in its capacity as trustee of OUE REIT) and there shall be no recourse against the shareholders, directors, officers or employees of the OUE REIT Trustee for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of the Trust Deed, the Securities and any Coupons.
- (c) For the avoidance of doubt, any legal action or proceedings commenced against the Issuer whether in Singapore or elsewhere pursuant to the Trust Deed, the Securities and any Coupons shall be brought against the OUE REIT Trustee in its capacity as trustee of OUE REIT and not in its personal capacity.
- (d) This Condition 21 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Securities and/or any Coupons, and shall apply, *mutatis mutandis*, to any notices, certificates or other documents which the OUE REIT Trustee (in its capacity as trustee of OUE REIT) issues under or pursuant to the Trust Deed, the Securities or the Coupons as if expressly set out therein.

USE OF PROCEEDS

Unless otherwise specified in the applicable Pricing Supplement, the net proceeds (after deducting issue expenses) from the issue of each Tranche of Notes or Securities will be used by the Group (i) for the refinancing of existing borrowings of the Group, (ii) to fund the redemption and/or buyback of securities issued by other members of the Group, (iii) for general corporate funding (including investments and capital expenditures of the Group), (iv) to finance general working capital purposes of the Group or (v) for such other purpose as otherwise specified in the applicable Pricing Supplement in relation to a particular issuance of Notes or Securities under the Programme.

CAPITALISATION AND INDEBTEDNESS

The table below sets forth the consolidated capitalisation and indebtedness of the Group as at 30 June 2024. The information set out in this table has been extracted from and should be read in conjunction with the consolidated financial statements of OUE-REIT as at 30 June 2024 appearing elsewhere in this Offering Circular.

	As at 30 June 2024 (S\$'000)
Loans and borrowings	
Loans and borrowings (non-current)	1,970,570
Loans and borrowings (current)	113,516
Total Equity	
Unitholders' funds	3,298,178
Convertible perpetual preferred unitholder's funds	212,294
Non-controlling interests	251,301
Total equity	3,761,773
Total capitalisation and indebtedness	5,845,859

As at 30 June 2024, the Group did not have any material contingent liabilities.

Except for the issuance of S\$180,000,000 3.90% Green Notes due 2031 by ORTPL on 26 September 2024, there has been no material change in the capitalisation and indebtedness of the Group since 30 June 2024.

OUE REIT TREASURY PTE. LTD.

OUE REIT Treasury Pte. Ltd. (formerly known as OUE CT Treasury Pte. Ltd.) was incorporated in Singapore under the Companies Act on 18 August 2015. It is a wholly owned subsidiary of OUE REIT and its principal activities are the provision of financial services for and on behalf of OUE REIT. Since its incorporation, ORTPL has not engaged in any material activities other than the establishment of the multicurrency debt issuance programmes and the issuance of securities thereunder

The registered office of ORTPL is 333 Orchard Road, #33-01 Hilton Singapore Orchard, Singapore 238867. As of the date of this Offering Circular, the issued and paid-up share capital of ORTPL is S\$1.00 comprising one ordinary share held by the OUE REIT Trustee.

As at the date of this Offering Circular, the directors of ORTPL are Han Khim Siew and Lionel Chua.

BUSINESS AND PROPERTIES OF THE GROUP

OVERVIEW

OUE Real Estate Investment Trust (“**OUE REIT**”) is one of the largest diversified Singapore real estate investment trusts with total assets under management of S\$6.3 billion as of 31 December 2023. OUE REIT invests in income-producing real estate used primarily for hospitality and/or commercial purposes in financial and business hubs, as well as real estate-related assets. OUE REIT’s commercial properties offer both retail and office space.

With six assets in Singapore and one in Shanghai, OUE REIT’s property portfolio as of 30 June 2024 comprises 1,655 upper upscale hotel rooms and approximately 2.2 million square feet of prime office and retail space. In Singapore, OUE REIT owns two hotels, Hilton Singapore Orchard and Crowne Plaza Changi Airport. Complementing Hilton Singapore Orchard is Mandarin Gallery, a choice location for international brands in the heart of Orchard Road. Meanwhile, OUE REIT’s office assets – OUE Bayfront, One Raffles Place and OUE Downtown Office, are situated within the central business district (“**CBD**”) of Singapore.

In Shanghai, OUE REIT’s Grade A commercial asset Lippo Plaza is located on Huaihai Middle Road, one of Shanghai’s established core CBD locations in the Huangpu district of Puxi.

Listed on the Main Board of the SGX-ST since 27 January 2014, OUE REIT is managed by OUE REIT Management Pte. Ltd. (the “**OUE REIT Manager**”), a wholly owned subsidiary of OUE Limited (the “**Sponsor**”). The Sponsor is a leading real estate and healthcare group, growing strategically to capitalise on growth trends across Asia. Its real estate activities include the development, investment and management of real estate assets across the commercial (which includes retail and office), hospitality, residential and healthcare sectors.

OUE REIT’s mission is to deliver regular and stable distributions and to provide sustainable long-term growth in returns to holders of units in OUE REIT while maintaining an appropriate capital structure.

The following are brief descriptions of OUE REIT’s properties. For more details, see the section entitled “*Business and Properties of the Group - Property Portfolio*”.

Commercial

- **OUE Bayfront.** Located at Collyer Quay in Singapore’s CBD, OUE Bayfront, comprising OUE Bayfront, a premium Grade A office building, and its complementary properties with retail facilities, OUE Tower and OUE Link, is a landmark commercial development which occupies a vantage position between the Marina Bay downtown and established financial hub of Raffles Place.
- **One Raffles Place.** Located in the Singapore CBD, One Raffles Place, comprising One Raffles Place Tower 1, One Raffles Place Tower 2 and One Raffles Place Shopping Mall, is an iconic commercial development comprising two Grade A office towers and a retail mall, strategically located in the heart of main financial district Raffles Place.
- **OUE Downtown Office.** OUE Downtown Office comprises the 35th to 46th storeys of OUE Downtown Tower 1 and the 7th to 34th storeys of OUE Downtown Tower 2, and is part of the OUE Downtown mixed-use development, a refurbished landmark property comprising Grade A offices, a retail podium as well as serviced residences, strategically located in Shenton Way.
- **Lippo Plaza.** Lippo Plaza is a Grade A commercial building located on Huaihai Zhong Road, within the Huangpu business district, one of Shanghai’s established core CBD locations in the Puxi area of downtown Shanghai, China.
- **Mandarin Gallery.** Mandarin Gallery is a high-end retail mall situated along Orchard Road, in the heart of Singapore’s shopping precinct. The mall boasts a wide 152-metre frontage, according to it with a high degree of prominence, and serves as a preferred flagship location for international brands.

Hospitality

- **Hilton Singapore Orchard.** Hilton Singapore Orchard (formerly known as Mandarin Orchard Singapore) is Hilton's flagship hotel in the Asia Pacific. With 1,080 rooms, the hotel is located in the heart of Orchard Road, Singapore's shopping and entertainment district, providing top accommodation choices for both leisure and business travellers globally.
- **Crowne Plaza Changi Airport.** Crowne Plaza Changi Airport, managed by InterContinental Hotels Group, is a 575-room hotel situated within the vicinity of the passenger terminals of Changi Airport. The hotel is connected directly to Changi Airport Terminal 3 and enjoys seamless connectivity to Jewel Changi Airport via a pedestrian bridge from Terminal 3.

In 2023, OUE REIT's revenue grew 18.0% from S\$241.5 million in 2022 to S\$285.1 million. The increase was due to the strong operational performance of OUE REIT's Singapore portfolio, driven particularly by the full room inventory of 1,080 rooms being operational at Hilton Singapore Orchard compared to 634 rooms in 2022. Higher occupancies and rental growth achieved at OUE REIT's commercial properties also contributed to the growth. Consequently, net property income increased 19.3% from S\$196.9 million in 2022 to S\$235.0 million in 2023.

In the six months ended 30 June 2024, OUE REIT's revenue and net property income increased by 5.7% and 1.6% from the same period in 2023 to S\$146.7 million and S\$117.1 million, respectively. The increase in revenue and net property income was attributable to a higher contribution from the hospitality segment and the stable performance of its Singapore commercial properties.

RECENT DEVELOPMENTS

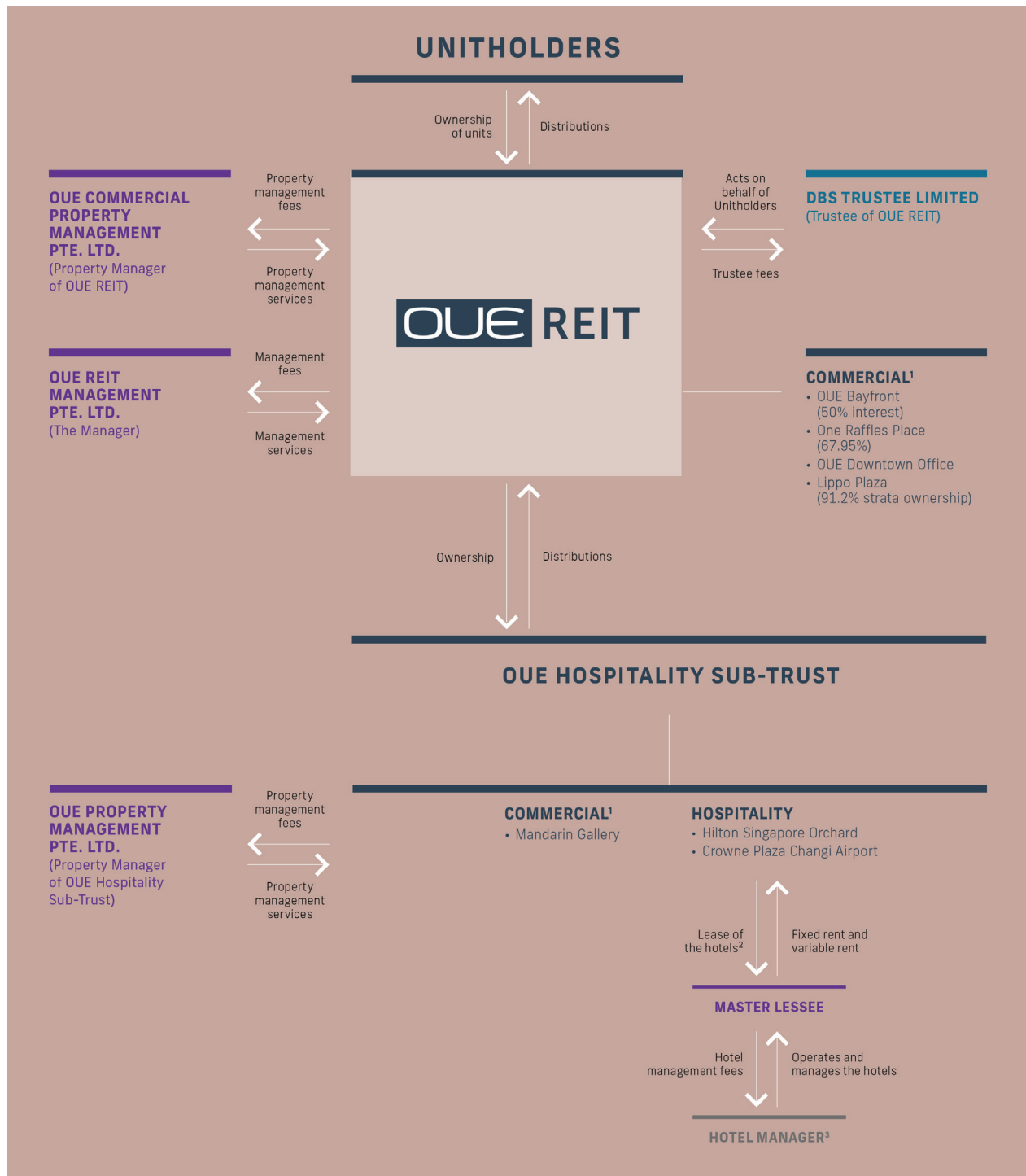
In April 2024, OUE REIT obtained a S\$600 million unsecured sustainability-linked loan ("**SLL**") for both the early refinancing of S\$540 million in existing secured borrowings due in 2025 and for general corporate purpose use.

In June 2024, OUE REIT's wholly owned subsidiary, OUE REIT Treasury Pte. Ltd. ("**ORTPL**") issued its inaugural green notes, totaling S\$250 million in principal amount. These investment grade notes, which are rated BBB-, have a fixed interest rate of 4.10% and are due in 2027.

In September 2024, ORTPL issued another series of green notes with S\$180 million in principal amount. These notes are rated BBB-, have a fixed interest rate of 3.90% and are due in 2031.

STRUCTURE OF OUE REIT

The following diagram illustrates the current structure of OUE REIT.



Notes:

1. Includes office and/or retail.
2. The OUE Hospitality Sub-Trust leases the hotel to the Master Lessee and in return the Master Lessee pays rent in accordance with the master lease agreement to the OUE Hospitality Sub-Trust.
3. The Master Lessee appoints the Hotel Manager to manage the day-to-day operations and marketing of the hotel leased from OUE Hospitality Sub-Trust. The Hotel Manager will typically be entitled to a payment computed as a percentage of the revenue and a percentage of the gross operating profit of the hotel comprising gross operating revenue less operating expenses under management.

COMPETITIVE STRENGTHS

The OUE REIT Manager believes that OUE REIT can capitalise on the following competitive strengths to achieve long-term sustainable growth.

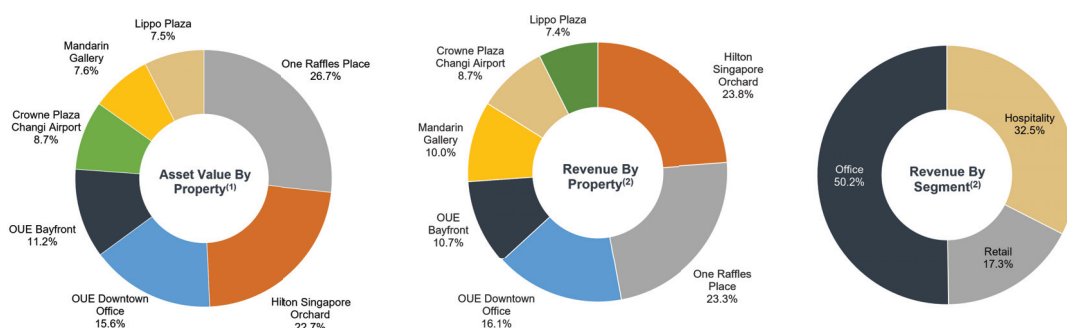
High Quality Portfolio in Prime Locations

OUE REIT's property portfolio consists of strategically located landmark hospitality, office and retail assets that underpins OUE REIT's income resilience. The portfolio enables the OUE REIT Manager to deliver consistently high occupancy and rental rates through property market cycles. The OUE REIT Manager believes that OUE REIT's portfolio benefits from attractive Singapore commercial and hospitality sector fundamentals. In Singapore, office leasing sentiments remained positive throughout 2023 and the first half of 2024, driven by continued back-to-office trends, as well as stable demand and tight supply in the core CBD area. Singapore's retail leasing activity remained strong in 2023 and the first half of 2024, underpinned by the continued recovery of visitor arrivals and a rebound in consumer spending. Benefitting from its prime location on Huaihai Zhong Road, one of the most vibrant business and retail districts in Shanghai, Lippo Plaza Shanghai has shown relative resilience in 2023 and the first half of 2024 in the face of oversupply and intensified leasing competition.

Singapore Focused and Diversified Portfolio Underpinning Income Resilience

Based on independent valuations as of 31 December 2023 and OUE REIT's proportionate interest in the respective properties, 92.5% of OUE REIT's total portfolio is comprised of commercial (which includes retail and office) and hospitality properties located in the CBD and other prime areas of Singapore, ensuring both revenue resilience and sustainable growth. As of 30 June 2024, OUE REIT's Singapore assets contribute 92.6% of the portfolio revenue (by proportionate interest). The hospitality segment accounted for 32.5% of the portfolio revenue for the second quarter of 2024. The office and retail segments each accounted for 50.2% and 17.3% of the portfolio revenue for the second quarter of 2024 respectively. OUE REIT's portfolio revenue is also well diversified across its seven properties.

The following charts present certain information about OUE REIT's well-balanced portfolio and revenue sources.



(1) Based on independent valuations as of 31 December 2023 and OUE REIT's proportionate interest in the respective properties as of 30 June 2024

(2) Based on revenue for the second quarter of 2024 and OUE REIT's proportionate interest in the respective properties

Further, OUE REIT has a well-diversified tenant base which mitigates concentration risks and shields it against the cyclical business cycles from any particular sector, thereby providing income diversity and stability to the portfolio. The lease expiry profiles of each of OUE REIT's commercial properties (which include retail properties and offices) are actively managed so as to mitigate the concentration of lease expiries in any given year, ensuring a steady rental income stream for OUE REIT.

As of 30 June 2024, OUE REIT maintained a well-staggered portfolio lease expiry profile. The majority of the leases due in 2024 have been renewed, with only 2.3% (office) and 1.5% (retail) of leases by gross rental income ("GRI") (excluding provision of rental rebates and turnover rent) due for renewal in 2024. The weighted average lease term to expiry ("WALE") by GRI is 2.8 years as of 30 June 2024.

Further, OUE REIT's two hospitality assets, Hilton Orchard Singapore and Crowne Plaza Changi Airport, are leased under long-term master lease agreements with variable rent subject to minimum rents of S\$45.0 million and S\$22.50 per annum, respectively.

Strong Stable Financial Position

OUE REIT's healthy balance sheet provides it with financial flexibility and liquidity to weather economic and property cycles. OUE REIT has no refinancing requirements until 2025 when only 14.4% of total debt is due. As of 30 June 2024, OUE REIT's aggregate leverage stood at 38.7% and OUE REIT's interest coverage ratio was 2.2x, which includes the write-off of upfront fees from early refinancing. The weighted average cost of debt remained stable at 4.7% per annum (excluding the write-off of upfront fees from early refinancing), while the weighted average term of debt was 2.7 years as of 30 June 2024. On 30 October 2023, S&P Global Ratings assigned a BBB- investment grade credit rating with stable outlook to OUE REIT.

OUE REIT's strong balance sheet enables it to undertake larger acquisitions and asset enhancement initiatives. It also enables OUE REIT to raise more funds through equity and debt issuances while maintaining an aggregate leverage within the prescribed limits. OUE REIT's strong financial position also enables it to better compete for assets by providing more flexibility to seize investment opportunities quickly.

Experienced and Professional REIT Management Team

The OUE REIT Manager believes that it has assembled a professional team with a track record and expertise that drives success and meets current and future challenges. The directors of the OUE REIT Manager collectively have considerable experience in the core competencies, including in the areas of real estate, hospitality, finance (including tax, accounting and audit), fund management, capital markets, business management, law, corporate governance and international experience. The OUE REIT Manager also appoints an experienced management team to run the day-to-day operations of OUE REIT. Each of the Chief Executive Officer, Chief Financial Officer and Head of Asset Management of the OUE REIT Manager possesses over 20 years of experience in his respective competencies.

Strong Sponsor Support

OUE REIT's sponsor, OUE Limited, is a leading real estate and healthcare group in Asia. The Sponsor has a proven track record in developing and managing real estate assets across the commercial, hospitality, retail, residential and healthcare sectors. The Sponsor's commitment to OUE REIT is evidenced by the 48.6% stake in OUE REIT as of 30 June 2024 collectively held by the Sponsor and its subsidiaries, and further demonstrated by the right of first refusal, ("**ROFR**") more particularly described under the section entitled "*Business and Properties of the Group – Sponsor ROFR*", which provides OUE REIT with access to potential future acquisition opportunities used primarily for commercial and hospitality purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs within and outside of Singapore.

The OUE REIT Manager believes OUE REIT will benefit from the Sponsor's experience and track record in pursuing opportunities to undertake acquisitions or development of assets that could provide attractive cash flow and yield relative to OUE REIT's weighted average cost of capital, and opportunities for future income and capital growth.

STRATEGY

The OUE REIT Manager's objective is to maximise returns and drive long-term growth. The OUE REIT Manager plans to achieve its objective through the following strategies.

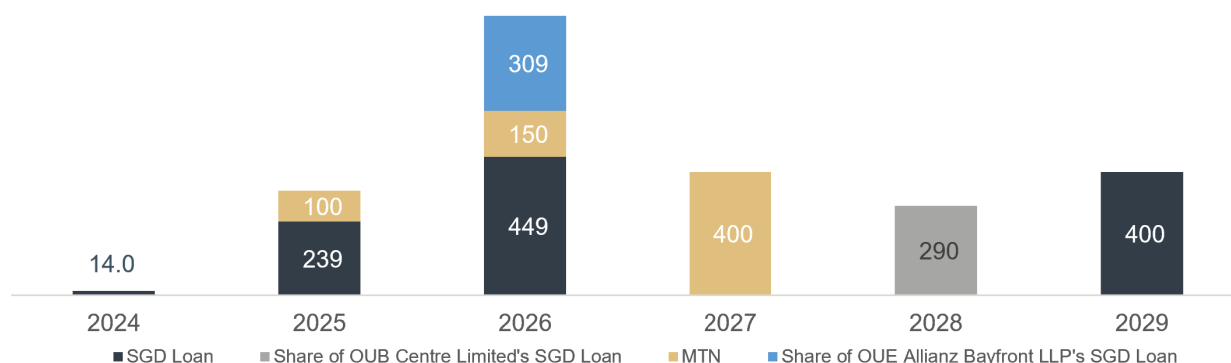
Reinforce Capital Structure

OUE REIT's balance sheet remains healthy through the OUE REIT Manager's prudent capital management approach. It seeks to optimise OUE REIT's cost of debt by leveraging on its investment grade credit rating to lower funding costs from capital markets and adopt appropriate hedging strategies to manage interest rate volatility. Other objectives of its disciplined capital management strategy include mitigating repayment and refinancing risks, as well as diversifying funding sources for financial flexibility.

OUE REIT was able to smoothen out its debt maturity profile by obtaining an unsecured sustainability linked loan of S\$600 million in April 2024 for the early refinancing of existing borrowings due in 2025 and for general corporate purposes, referencing its recalibrated 40% absolute Greenhouse Gas (“GHG”) emission reduction target. Backed by strong support from a total of 12 banks, the SLL was oversubscribed by 2.0 times and was subsequently upsized from the initial loan amount of S\$540 million to S\$600 million including the upside option. In June 2024, OUE REIT, through ORTPL, issued S\$250 million 4.10% green notes due 2027. In September 2024, ORTPL issued S\$180 million 3.90% green notes due 2031. The proportion of the unsecured borrowings and total assets that are unencumbered has increased significantly to 86.8% and 88.8% from 69.9% and 73.1% respectively as of 30 June 2024. OUE REIT’s average term of debt lengthened to 2.7 years from 2.2 years.

The diagram below illustrates OUE REIT’s debt maturity profile as of 30 June 2024.

S\$ million



Maximising and Sustaining Asset Performance

The OUE REIT Manager actively manages OUE REIT’s property portfolio and strives to maintain high occupancy levels and optimise rental growth, so as to achieve sustainable revenue and net property income.

The OUE REIT Manager seeks accretive asset enhancement initiatives (“**AEIs**”) to boost organic growth, improve the properties’ quality and marketability, as well as to enhance the experience and service quality for tenants and guests. OUE REIT’s two hotels – the Hilton Singapore Orchard and Crowne Plaza Changi Airport, have been reinvigorated through recent AEIs to capitalise on the continued recovery of the hospitality sector post-pandemic. These timely endeavours will further drive growth in sustainable returns and value for stakeholders. It will continue to focus on tenant retention and optimise occupancy, and actively monitor market sentiment and customise asset-specific leasing strategies to meet occupiers’ needs.

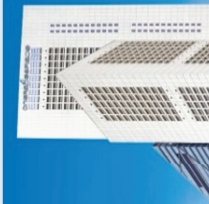
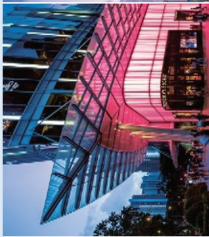
OUE REIT’s resilient performance is underpinned by its portfolio of core assets in prime locations and the OUE REIT Manager’s commitment to proactive asset management. The OUE REIT Manager strives to maximise each asset’s financial, operational and sustainability performance by maintaining high occupancy levels, optimising rental growth, improving cost efficiency through reducing energy and water consumption, maintaining green certifications, as well as monitoring health and safety risks.

Actively Pursue Value Creation Opportunities

The OUE REIT Manager intends to further leverage on OUE REIT’s balanced portfolio to deliver attractive potential returns. The OUE REIT Manager intends to review opportunities in Singapore as well as key gateway cities in Australia (Sydney and Melbourne), Hong Kong, Japan and the United Kingdom (London). It intends to seek further exposure to hotels, offices or mixed-use developments in prime CBD areas. It will also monitor portfolio reconstitution opportunities to unlock value.

PROPERTY PORTFOLIO

The table below presents certain information about OUE REIT's property portfolio.

Strategically located assets in the prime business districts of Singapore and Shanghai						
						
	OUE Bayfront	One Raffles Place	OUE Downtown Office	Lippo Plaza	Mandarin Gallery	Hilton Singapore Orchard
Description	A landmark Grade A office building located at Collyer Quay between Marina Bay downtown and Raffles Place	Iconic integrated development with two Grade A office towers and a retail mall located in Singapore's CBD at Raffles Place	Grade A office space, part of a mixed-used development with offices, retail and serviced residences at Shenton Way	Grade A commercial building located along Huaihai Zhong Road within the established commercial district of Huangpu in Puxi, Shanghai	Prime retail landmark on Orchard Road – preferred location for flagship stores of international brands	Hilton's flagship hotel and its largest in Asia Pacific, strategically located in the heart of Singapore's shopping and entertainment district
Ownership Interest	50%	67.95%	100%	91.2% strata ownership	100%	100%
NLA (sq ft) /No. of Rooms	Office: 378,339 Retail: 21,272	Office: 605,491 Retail: 99,157	Office: 529,969	Office: 361,007 Retail: 60,810	Retail: 126,294	1,080 hotel rooms
Occupancy ⁽¹⁾	Office: 99.3% Retail: 92.3% Overall: 98.9%	Office: 94.9% Retail: 95.7% Overall: 94.9%	Office: 92.5%	Office: 76.2% Retail: 94.5% Overall: 78.9%	Retail: 98.3% ⁽⁴⁾	-
Valuation as of 31 Dec 2023	S\$1,340m ⁽²⁾ (S\$3,353 psf)	S\$1,909m ⁽³⁾ (S\$2,709 psf)	S\$930m (S\$1,755 psf)	RMB2,400m / RMB41,011 psm GFA	S\$453m (S\$3,591 psf)	S\$1,346m (S\$1.2m / key)
						S\$519m (S\$0.9m / key)

Notes:

- (1) Committed occupancy as of 30 June 2024.
- (2) Based on OUE Allianz Bayfront LLP's 100% interest in OUE Bayfront. OUE REIT has a direct 50.0% interest in OUE Allianz Bayfront LLP.
- (3) Based on OUB Centre Limited's 81.54% interest in One Raffles Place. OUE REIT has an indirect 83.33% interest in OUB Centre Limited held via its wholly-owned subsidiaries.
- (4) Excluding short-term leases, the committed occupancy would be 97.7% as of 30 June 2024.

OUE Bayfront

OUE Bayfront is a landmark commercial development completed in 2011. An 18-storey premium Grade A office building commanding panoramic views of Marina Bay, it is strategically located at Collyer Quay in Singapore's CBD, between the established financial hub of Raffles Place and Marina Bay downtown.

OUE Bayfront enjoys superb connectivity and accessibility to major transport networks. Other than easy access to Raffles Place and Telok Ayer Mass Rapid Transit ("**MRT**") stations, the Downtown MRT station is also within walking distance via an underground pedestrian linkway.

On 31 March 2021, OUE REIT divested OUE Bayfront to OUE Allianz Bayfront LLP (formerly known as BPH PropCo LLP), a joint venture between OUE REIT and ACRE Angsana Pte. Ltd., a special purpose vehicle managed by PIMCO Prime Real Estate Asia Pacific Pte. Ltd. (formerly known as Allianz Real Estate Asia Pacific Pte. Ltd.). OUE REIT has a 50% interest in OUE Allianz Bayfront LLP.

OUE Bayfront is certified with the Green Mark Gold Award by the Building and Construction Authority ("**BCA**") in Singapore.

One Raffles Place

One Raffles Place, comprising One Raffles Place Tower 1, One Raffles Place Tower 2, and One Raffles Place Shopping Mall, is an iconic integrated commercial development with Grade A building specifications, strategically located in the heart of Singapore's CBD at Raffles Place. One Raffles Place Shopping Mall is the largest purpose-built shopping mall in Raffles Place.

Situated above and with a direct underground link to the Raffles Place MRT interchange station through the basement of its retail podium, One Raffles Place enjoys excellent connectivity along the North-South and East-West MRT lines, as well as easy accessibility via an extensive underground network of pedestrian walkways within the Raffles Place and Marina Bay areas.

One Raffles Place Tower 1 and 2 are both certified Green Mark Gold by the BCA in Singapore.

OUE Downtown Office

OUE Downtown Office comprises Grade A office space within a refurbished mixed-use development in Singapore's business district in Shenton Way, providing a superior "work-play-live" environment supported by a full suite of integrated amenities.

Home to an established blue-chip tenant base, tenants at OUE Downtown Office include reputable insurance, financial, information & technology and multinational corporations. The Shenton Way, Tanjong Pagar and Downtown MRT Stations are within a short walking distance, providing easy accessibility and connectivity.

With the planned relocation of container port facilities at the southern part of Singapore by 2030 and long-term master planning by the Urban Redevelopment Authority to redevelop the waterfront area as an extension of the Singapore CBD, OUE Downtown Office is primed to benefit from the transformation of Tanjong Pagar into a business and lifestyle hub.

OUE Downtown Office is certified Green Mark Gold by the BCA in Singapore.

Lippo Plaza

Lippo Plaza is a 36-storey Grade A commercial building with a retail podium. It is strategically located on Huaihai Zhong Road, along a major retail artery and within the established Huangpu commercial district in the Puxi area of downtown Shanghai. The retail podium at Lippo Plaza was refurbished in 2010 and is home to renowned international and local brands, while the refurbishment of the office lobby was completed in 2014.

Lippo Plaza is conveniently located within walking distance from the South Huangpi Road Metro station serving Metro Line 1, as well as the Huaihai Middle Road Station on Metro Line 13. The property is also accessible to other key commercial areas and transportation lines by virtue of its close proximity to major expressways.

Lippo Plaza has achieved the LEED v4.1 O+M: Existing Buildings Platinum Certification, with a score of 86, via recertification by the U.S. Green Building Council.

Mandarin Gallery

Situated along Orchard Road, Mandarin Gallery has a wide 152-metre prime Orchard Road frontage featuring four duplexes and six street-front retail units which provide a high degree of visibility, and is a choice location for flagship stores of international brands.

Mandarin Gallery officially opened in January 2010 after a S\$200 million transformation into a high-end shopping and lifestyle destination. Situated within four levels of Hilton Singapore Orchard, the mall features upscale international fashion, lifestyle, services and food & beverage tenants, and has established itself with its differentiated mall offering in the heart of Singapore's shopping and entertainment district.

Mandarin Gallery is certified Green Mark Gold by the BCA in Singapore.

As of 30 June 2024, Mandarin Gallery has achieved high committed occupancy of 98.3% (including short-term leases). The positive rental reversion also remained high at 28.4% in Mandarin Gallery in the second quarter of 2024. As of June 2024, the average passing rent for Mandarin Gallery also remained stable at S\$21.10 per square foot per month. The weighted average lease expiry for Mandarin Gallery by net lettable area is 2 years and by gross rental income is 2.5 years.

Hilton Singapore Orchard

The Hilton Singapore Orchard is Hilton's flagship hotel and its largest in Asia Pacific. Following an extensive refurbishment, the re-branded property features 1,080 guestrooms and suites offering views of the city skyline, complemented by versatile meeting facilities and exciting dining concepts comprising both new and renowned favourites.

Offering one of the largest event spaces in the city, Hilton Singapore Orchard's 16 award-winning and highly versatile event spaces cater up to 900 guests and provide dedicated pre-function areas, on-site catering, state-of-the-art LED walls, lighting and sound technologies.

Hilton Singapore Orchard is certified Green Mark Gold by the BCA in Singapore.

Hilton Singapore Orchard is leased to the Sponsor, OUE Limited, under a master lease arrangement for variable rent subject to a minimum rent of S\$45.0 million per annum. The lease contains an initial term of 15 years from 25 July 2013 with an option to renew for a further 15 years on the same terms and conditions.

Crowne Plaza Changi Airport

Crowne Plaza Changi Airport is an award-winning hotel that has been conferred the title of World's Best Airport Hotel by Skytrax for eight years since 2015. Managed by the InterContinental Hotels Group, the 575-room hotel is situated in the vicinity of the passenger terminals of Changi Airport.

Crowne Plaza Changi Airport has an all-day dining restaurant and bar, as well as seven meeting rooms including a ballroom. Other facilities and services include an outdoor landscaped swimming pool, a club lounge, a fitness centre, 24-hour in-room dining service and business centre services.

The hotel is connected directly to Changi Airport Terminal 3 and enjoys seamless connectivity to Jewel Changi Airport via a pedestrian bridge from Terminal 3. The hotel is also located within a short drive from Changi Business Park and the Singapore EXPO Convention & Exhibition Centre, and connected to the city by expressway and MRT.

Crowne Plaza Changi Airport is certified Green Mark Gold by the BCA in Singapore.

Crowne Plaza Changi Airport is leased to OUE Airport Hotel Pte. Ltd., a related party of the Sponsor, under a master lease arrangement for variable rent subject to a minimum rent of S\$22.50 million per annum. The initial term of the lease is from 30 January 2015 to 27 May 2028, with an option to renew for two consecutive terms of five years each.

Commercial Segment Performance

Revenue from the commercial segment has increased by 2.2% year on year to S\$95.0 million as of June 2024. This is underpinned by a stable performance of the Singapore portfolio. Net property income has declined slightly by 0.9% year on year to S\$71.7 million. This is mainly due to higher property tax and utility costs.

As of 30 June 2024, the top 10 tenants of the commercial segment have contributed to 26.2% of the gross rental income of the commercial segment. 5.7% of the commercial segment by gross reporting income remains due for renewal for the balance of 2024. The weighted average lease expiry for the commercial segment is also well-staggered at 2.2 years for net lettable area and gross rental income.

Hospitality Segment Performance

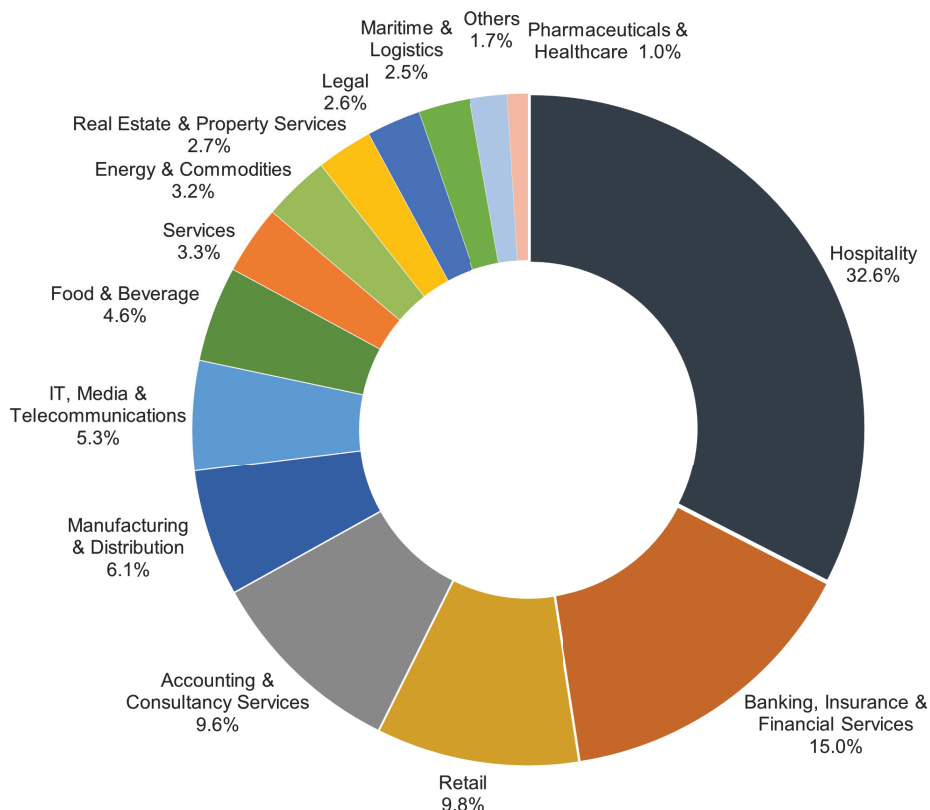
The revenue and net property income for the hospitality segment as of June 2024 rose by 12.9% and 5.9% year on year to S\$51.7 million and \$45.5 million respectively. This improved performance was attributed to higher room rates and occupancies supported by the strong meetings, incentives, conferences and exhibitions and event pipeline in the first quarter of 2024, which offset the impact of softer tourist arrivals between April to June 2024 due to the seasonality of demand.

In the first half of 2024, the revenue per available room grew by 15.8% year on year to S\$269, supported by the continued recovery in the hospitality sector.

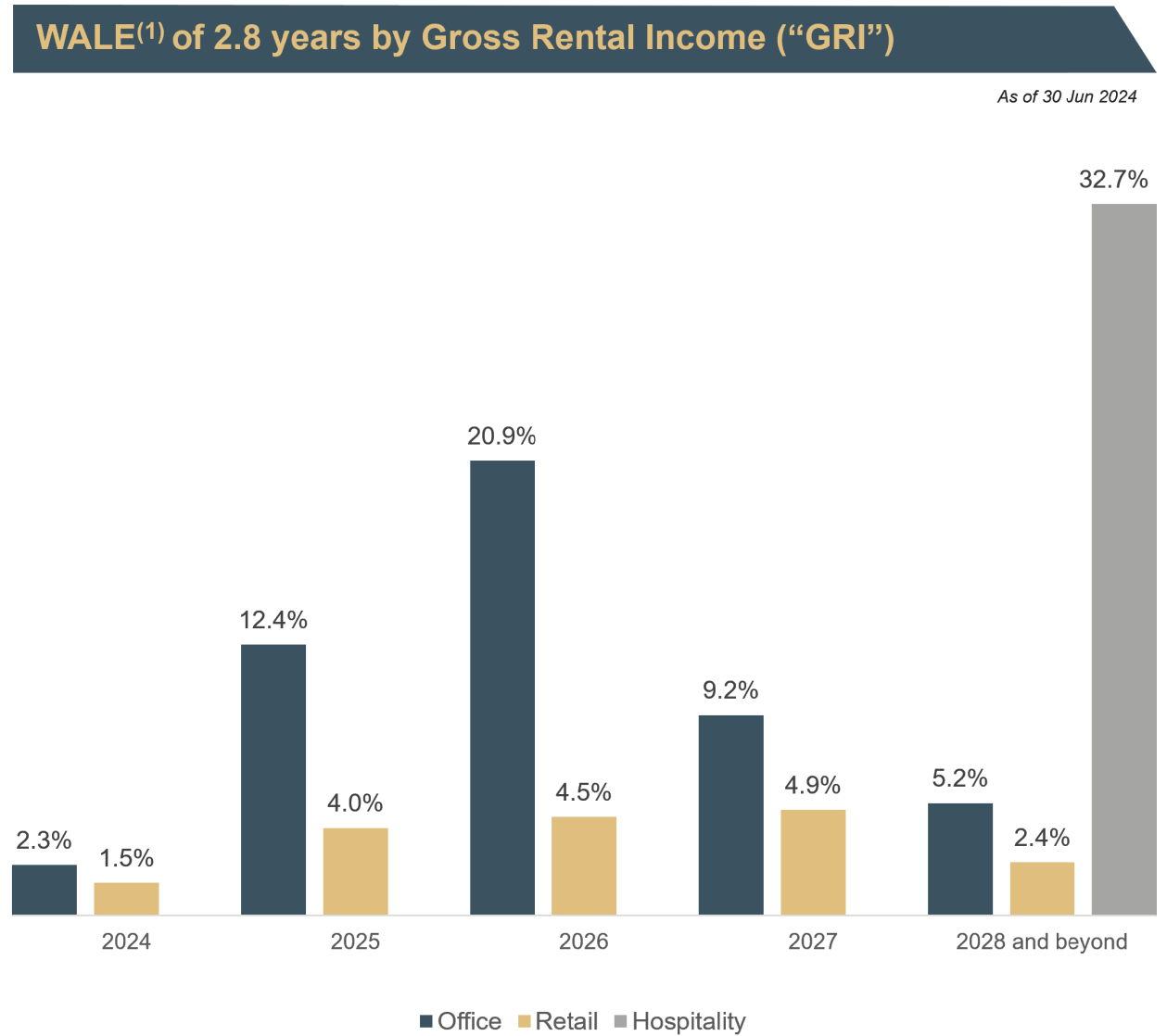
LEASE PROFILE

OUE REIT has a well-diversified tenant base which mitigates concentration risk and shields against the cyclical business cycles from any sectors, thereby providing income diversity and stability to the portfolio.

Excluding the Hospitality segment which contributed 32.6%, the Banking, Insurance & Financial Services sector remained the largest contributor at 15.0% of portfolio GRI as of 30 June 2024. This was followed by the Accounting & Consultancy Services and Retail sectors which contributed 9.6% and 9.8% of the portfolio GRI, respectively. The contribution from Information Technology, Media & Telecommunications only accounted for 5.3% of the portfolio GRI. OUE REIT's tenant mix by gross rental income as at 30 June 2024 is illustrated below:



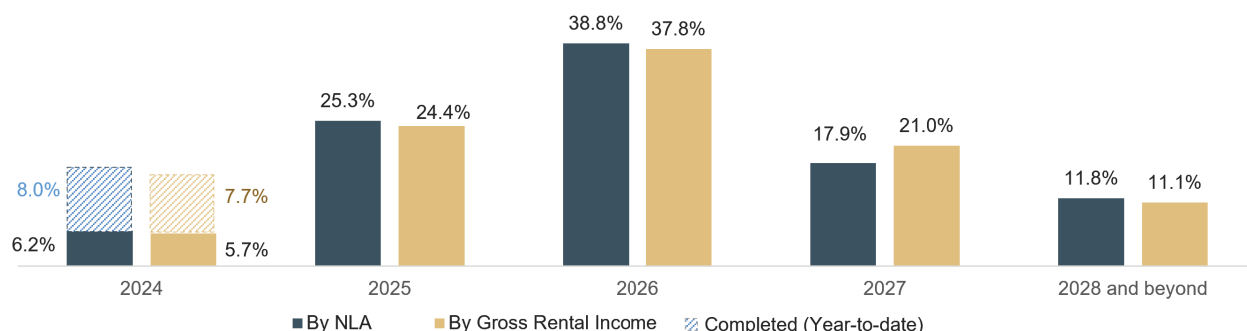
As of 30 June 2024, OUE REIT maintained a well-staggered portfolio lease expiry profile. The majority of the leases due in 2024 have been renewed, with only 2.3% (office) and 1.5% (retail) of leases by GRI (excluding provision of rental rebates and turnover rent) due for renewal in 2024. The chart below shows the lease expiry profile of OUE REIT’s portfolio by segment (by gross rental income) as at 30 June 2024.



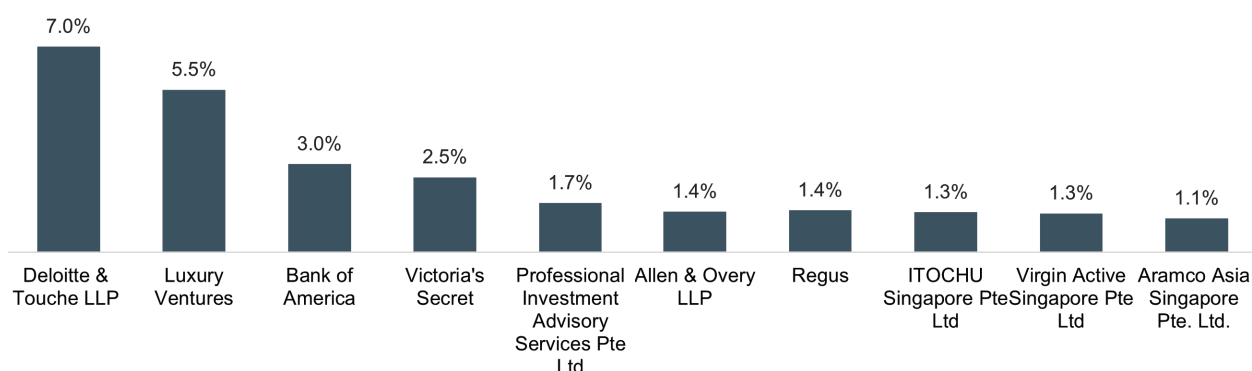
(1) “WALE” refers to the weighted average lease term to expiry

(2) Refers to contributions from Mandarin Gallery and all other retail components within OUE REIT’s portfolio

The chart below shows the lease expiry profile of the commercial portfolio (by net lettable area and gross rental income), as at 30 June 2024. The weighted average lease term to expiry by both net lettable area and by gross rental income is 2.2 years.



The top ten tenants by commercial segment gross rental income as at 30 June 2024 are set forth below:



The tenants listed above contribute to 26.2% of the commercial segment gross rental income.

SPONSOR ROFR

The Sponsor has granted a ROFR to OUE REIT over income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs within and outside of Singapore, for so long as (a) the OUE REIT Manager or any of its related corporations remains the manager of OUE REIT, (b) OUE Limited and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the OUE REIT Manager and (c) OUE Limited and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of OUE REIT. This ROFR does not cover commercial assets which are either complementary to or adjoining hospitality assets which are owned by OUE Hospitality Sub-Trust ("**H Sub-Trust**") or which H Sub-Trust has committed to buy, as these assets are the subject of a separate ROFR which OUE Limited has granted to H Sub-Trust.

The Sponsor has also granted a ROFR to H Sub-Trust over completed income-producing real estate used primarily for hospitality and/or hospitality-related purposes, for so long as, (a) OUE REIT Manager or any of its related corporations remains the manager of H Sub-Trust; (b) OUE Limited and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of H Sub-Trust; and (c) OUE Limited and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of H Sub-Trust.

THE MANAGER AND CORPORATE GOVERNANCE

MANAGEMENT

The OUE REIT Manager, OUE REIT Management Pte. Ltd., was incorporated in Singapore under the Companies Act on 4 October 2013. It has a paid-up capital of S\$1,000,000. Its registered office is located at 333 Orchard Road, #33-01 Hilton Singapore Orchard, Singapore 238867. The OUE REIT Manager is a wholly owned subsidiary of OUE Limited.

The OUE REIT Manager's board of directors is entrusted with the responsibility for the overall management of the OUE REIT Manager. The OUE REIT Manager's executive officers are entrusted with the responsibility for the daily operations of the OUE REIT Manager. The following table sets forth information regarding the directors and executive officers of the OUE REIT Manager.

Name	Position
Mr Lee Yi Shyan	Chairman and Non-Independent Non-Executive Director
Mr Liu Chee Ming	Lead Independent Director
Mr Tan Huay Lim	Independent Director
Mr Ong Kian Min	Independent Director
Ms Usha Ranee Chandradas	Independent Director
Mr Brian Riady	Non-Independent Non-Executive Director
Mr Han Khim Siew	Chief Executive Officer and Executive Director
Mr Lionel Chua	Chief Financial Officer
Mr Wong Cho Wai	Senior Vice President, Asset Management
Ms Sarah Lei	Vice President, Capital Markets and Investment
Ms Tang Sal Lee	Vice President, Finance
Ms Mary Ng	Vice President, Investor Relations

DIRECTORS

Mr Lee Yi Shyan – Chairman and Non-Independent Non-Executive Director

Date of first appointment as a director: 17 September 2019

Board committees served on:

- Nil

Academic & Professional Qualifications:

- Bachelor of Engineering (Chemical), National University of Singapore
- Program for Management Development, Harvard Business School
- Tsinghua University Management Program

Present directorships (as of 6 August 2024):

Listed companies

- OUE Healthcare Limited

Other principal directorships

- Business China (Chairman)
- ICE Futures Singapore Pte. Ltd. (Chairman)
- OUB Centre Limited
- Sino-Singapore Tianjin Eco-City Investment and Development Co., Ltd.
- SPH Media Holdings Pte. Ltd.

Major Appointments (other than directorships):

- OUE Limited (Executive Advisor to the Chairman)
- Keppel Corporation Limited (Advisor)
- Chinese Development Assistance Council (Member of the Board of Trustees)
- Shandong Provincial People's Government (Economic Advisor)

Past principal directorships (from 1 June 2019 to 6 August 2024):

- OUE Hospitality REIT Management Pte. Ltd. (dissolved through a member's voluntary winding up)

Others:

- Member of Parliament of Singapore, East Coast GRC (2006 – 2020)
- Senior Minister of State and Minister of State of several Government Ministries (from 2006 to 2015)

Mr Liu Chee Ming – Lead Independent Director

Date of first appointment as a director: 17 September 2019

Board committees served on:

- Audit and Risk Committee (Member)

Academic & Professional Qualifications:

- Bachelor of Business Administration, the former University of Singapore

Present directorships (as of 6 August 2024):

Listed companies

- GDS Holdings Limited (listed on The Stock Exchange of Hong Kong Limited and the Nasdaq Global Market in the United States)
- MGM China Holdings Limited (listed on The Stock Exchange of Hong Kong Limited)

Other principal directorships

- Platinum Holdings Company Limited
- The Singapore International School Foundation Limited
- Singapore Technologies Telemedia Pte Limited
- Constellar Holdings Pte. Ltd.
- STT Communication Limited
- DBS Bank (Hong Kong) Limited

Major Appointments (other than directorships):

- Managing Director of Platinum Holdings Company Limited
- Singapore International School (Hong Kong) (Chairman of the Board of Governors)

Past principal directorships (from 1 June 2019 to 6 August 2024):

- Haitong Securities Co., Ltd (listed on The Stock Exchange of Hong Kong Limited and Shanghai Stock Exchange)
- OUE Hospitality REIT Management Pte. Ltd. (dissolved through a member's voluntary winding up)

Others:

- Member of the Takeovers Appeal Committee under the Hong Kong Securities and Futures Commission (from May 1995 to March 2020)
- Deputy Chairman of the Takeovers and Mergers Panel (from April 2008 to March 2020)

Mr Tan Huay Lim – Independent Director

Date of first appointment as a director: 1 January 2023

Board committees served on:

- Audit and Risk Committee (Chairman)

Academic & Professional Qualifications:

- Bachelor of Commerce (Accountancy), Nanyang University Singapore
- Fellow Chartered Accountant of Singapore, the Institute of Singapore Chartered Accountants
- Fellow Chartered Certified Accountant (FCCA), the Association of Chartered Certified Accountants (United Kingdom)
- Fellow Certified Practising Accountant (FCPA), the Certified Practising Accountants (Australia)

Present directorships (as of 6 August 2024):

Listed companies

- Dasin Retail Trust Management Pte. Ltd. (the Trustee-Manager of Dasin Retail Trust)
- Linklogis Inc. (listed on The Stock Exchange of Hong Kong Limited)
- Sheng Siong Group Ltd.

Other principal directorships

- Nil

Major Appointments (other than directorships):

- Suzhou Guyu Dingruo Equity Investment Partnership (Limited Partnership) (Member of Investment Committee) 苏州古玉鼎若股权投资合伙企业(有限合伙)(投资委员会成员)

Past principal directorships (from 1 June 2019 to 6 August 2024):

- ASL Marine Holdings Ltd.
- Elite Commercial REIT Management Pte. Ltd. (the Manager of Elite Commercial **REIT**)
- Green Link Digital Bank Pte. Ltd.
- Koufu Group Pte. Ltd.
- Ren Ci Hospital
- SF REIT Asset Management Limited (the Manager of SF Real Estate Investment Trust)
- Xihe Capital (Pte.) Ltd. (in liquidation pursuant to a members' voluntary winding up since 22 October 2020 and in liquidation pursuant to a creditors' voluntary winding up since 19 November 2021)
- Xihe Holdings (Pte) Ltd (under judicial management since 13 November 2020 and in liquidation pursuant to a compulsory winding up since 24 March 2022)
- Zheneng Jinjiang Environment Holding Company Limited

Others:

- Partner, KPMG LLP (from September 1994 to September 2015)

Mr Ong Kian Min – Independent Director

Date of first appointment as a director: 17 September 2019

Board committees served on:

- Nominating and Remuneration Committee (Chairman)
- Audit and Risk Committee (Member)

Academic & Professional Qualifications:

- Bachelor of Laws (Honours), University of London, England
- Bachelor of Science (Honours), Imperial College of Science & Technology, England
- Advocate and Solicitor, Singapore

Present directorships (as of 6 August 2024):

Listed companies

- Food Empire Holdings Limited
- Silverlake Axis Ltd
- YHI International Limited

Other principal directorships

- JEKKA-MOLLE Pte. Ltd.
- Kanesaka Sushi Private Limited
- QEnergy Pte Ltd
- Artista Associates Pte. Ltd.
- Artista Technologies Pte. Ltd.

Major Appointments (other than directorships):

- Drew & Napier LLC (Consultant)
- Founder of Kanesaka Sushi Private Limited
- Senior Adviser, Alpha Advisory Pte. Ltd.
- Board Member, Alpha Singapore

Past principal directorships (from 1 June 2019 to 6 August 2024)::

- Breadtalk Group Limited
- Penguin International Limited
- GPTW Institute (Singapore) Pte Ltd
- One Eternity Foundation Company Limited
- OUE Hospitality REIT Management Pte. Ltd. (dissolved through a member's voluntary winding up)

Others:

- Former Member of Parliament of Singapore (1997 – 2011)
- President's Scholarship and the Singapore Police Force Scholarship (1979)

Ms Usha Rane Chandradas – Independent Director

Date of first appointment as a director: 8 November 2017

Board committees served on:

- Audit and Risk Committee (Member)
- Nominating and Remuneration Committee (Member)

Academic & Professional Qualifications:

- Bachelor of Laws (Honours), King's College, University of London
- Graduate Diploma in Singapore Law, National University of Singapore
- Master of Professional Accounting degree, Singapore Management University
- Master's degree in Asian Art Histories, Goldsmith's College, University of London, awarded by LASALLE College of the Arts Singapore
- Advocate and Solicitor, Singapore
- Accredited Tax Specialist – Income Tax, Singapore Chartered Tax Professionals
- Chartered Accountant of Singapore

Present directorships (as of 6 August 2024):

Listed companies

- OUE Healthcare Limited

Other principal directorships

- NUR Investment and Trading Pte Ltd

Major Appointments (other than directorships):

- Nominated Member of Parliament of Singapore
- (Plu)ral Art LLP (Founder and Partner)
- Course Coordinator and Part-Time Lecturer at the Nanyang Technological University's Nanyang Business School (Centre of Excellence International Trading)
- Member of the International Monetary Fund's Panel of Experts (Tax-Legal)
- Singapore Red Cross Council Member
- Pro Bono Services Office – Law Society of Singapore, Finance Committee (Member), Project Law Help (Vice Chair), Content Management Committee (Chair)
- Intellectual Property Office of Singapore (Member of the Board)

Past principal directorships (from 1 June 2019 to 6 August 2024):

- Nil

Others:

- Council member of the Law Society of Singapore (from 2014 to 2015)

Mr Brian Riady – Non-Independent Non-Executive Director

Date of first appointment as a director: 1 September 2020

Board committees served on:

- Nominating and Remuneration Committee (Member)

Academic & Professional Qualifications:

- Bachelor of Science (Political Communication) and Bachelor of Arts (Economics), University of Texas at Austin
- Executive Education programmes, Harvard Business School

Present directorships (as of 6 August 2024):

Listed companies

- OUE Limited
- Hongkong Chinese Limited (listed on The Stock Exchange of Hong Kong Limited)
- Lippo China Resources Limited (listed on The Stock Exchange of Hong Kong Limited)
- Lippo Limited (listed on The Stock Exchange of Hong Kong Limited)

Other principal directorships

- Nil

Major Appointments (other than directorships):

- OUE Limited (Deputy Chief Executive Officer)
- Member of the Board of the Singapore Hotel Association
- Member of the Management Committee of the Real Estate Developers Association of Singapore
- Member of the Executive Committee of the Orchard Road Business Association
- Honorary Treasurer of the Executive Committee of the Board of the Singapore Hotel Association

Past principal directorships (from 1 June 2019 to 6 August 2024):

- OUE Healthcare Limited

Others:

- Chief Executive Officer of the Hospitality Division of OUE Limited (from October 2018 to December 2019)
- Executive Vice President of Lippo China Resources Limited (Hong Kong) (from January 2018 to December 2019)
- Vice President of Strategy of Lippo Group Indonesia (from September 2013 to September 2018)
- Chief Executive Officer of PT Cinemaxx Global Pasifik (from December 2013 to October 2017)

Mr Han Khim Siew – Chief Executive Officer and Executive Director

Date of first appointment as a director: 7 February 2022

Board committees served on:

- Nil

Academic & Professional Qualifications:

- Bachelor of Science in Economics, Major in Accounting and Finance, London School of Economics and Political Science, United Kingdom

Present directorships (as of 6 August 2024):

Listed companies

- Nil

Other principal directorships

- Nil

Major Appointments (other than directorships):

- Nil

Past principal directorships (from 1 June 2019 to 6 August 2024):

- BNP Paribas Real Estate (Singapore) Pte. Ltd.

Others:

- Managing Director, Co-Head Asia Pacific, BNP Paribas Real Estate (from April 2019 to January 2022)

EXECUTIVE OFFICERS

Mr Han Khim Siew is the Chief Executive Officer and Executive Director of the OUE REIT Manager. Please refer to his profile under “—Directors” above. As Chief Executive Officer, Mr Han is responsible for the strategic management, growth and operation of OUE REIT. He works with the Board of Directors to determine OUE REIT’s business strategies and plans, and with the management team to ensure that such strategies are executed accordingly.

Mr Lionel Chua is the Chief Financial Officer of the OUE REIT Manager and is responsible for OUE REIT’s financial management functions.

He oversees all matters relating to financial reporting and controls, treasury and tax. He is also responsible for evaluating investment opportunities, fund raising activities, risk management and compliance matters.

He has more than 25 years of working experience and has previously held positions in various listed companies in Singapore. Prior to joining the OUE REIT Manager, Mr Chua was the Chief Financial Officer of OUEHRM. He also has extensive finance and treasury experience at the Keppel Group and the CapitaLand Group handling financial reporting, financing, cash management, tax and other finance-related matters.

Mr Chua holds a Bachelor of Accountancy (Merit) degree from Nanyang Technological University, Singapore. He is a Chartered Accountant of Singapore with the Institute of Singapore Chartered Accountants.

Mr Wong Cho Wai is Senior Vice President, Asset Management.

Mr Wong is responsible for the asset management functions of the OUE REIT Manager. Working together with the various property managers, he is responsible for maximising the operational performance of OUE REIT's property portfolio.

He has more than 23 years of real estate experience in the Asia Pacific including Singapore, Australia, Japan, and South Korea, and has held asset management and investment roles in various real estate companies. Prior to joining the OUE REIT Manager, Mr Wong was with Wing Tai Holdings as Head of Investments. He was also previously the Head of Investments at Keppel REIT from 2015 to 2018, and formerly Vice President at Credit Suisse Asset Management from 2011 to 2015.

Mr Wong holds a Bachelor of Engineering (Civil Engineering) degree from the National University of Singapore, and a Master's degree in Applied Finance from Macquarie University.

Ms Sarah Lei is Vice President, Capital Markets and Investment.

Ms Lei assists the Chief Executive Officer and Chief Financial Officer in the treasury, corporate finance, capital markets and investment function of OUE REIT, and is responsible for matters relating to capital management, hedging, structuring and corporate finance.

She has more than 12 years of experience in corporate finance and mergers and acquisitions in the real estate industry. Prior to joining the OUE REIT Manager, Ms Lei was with Sasseur Asset Management where she focused on investments, mergers and acquisitions, as well as financing and treasury activities. She has also spent seven years in DBS corporate and investment banking, specialising in the real estate sector.

Ms Lei holds a Bachelor of Science degree from the National University of Singapore with a major in Applied Mathematics and a minor in Business Management.

Ms Tang Sal Lee is Vice President, Finance.

Ms Tang assists the Chief Financial Officer in the financial, accounting, tax and compliance matters of OUE REIT. She has more than 10 years of experience encompassing financial and management reporting, consolidation, budgeting, taxation, compliance and risk management functions.

Prior to joining the OUE REIT Manager, she was with OUEHRM and Keppel Infrastructure Fund Management Pte Ltd. Before that, she was an external auditor with Ernst & Young LLP.

Ms Tang holds a Bachelor of Accountancy (Merit) degree from the Nanyang Technological University, Singapore. She is a Chartered Accountant (Singapore) with the Institute of Singapore Chartered Accountants.

Ms Mary Ng is Vice President, Investor Relations.

Ms Ng leads the development and implementation of the investor relations and corporate communications programmes, as well as engagement with multiple stakeholders.

Ms Ng has over 12 years of experience advising Singapore and Hong Kong listed companies and private clients on financial and corporate communications, strategy media relations, reputation management and stakeholder communications. Prior to joining the OUE REIT Manager, she was a director at an international public relations firm where she developed and implemented communications programmes for clients from the REIT, finance and technology sectors.

Ms Ng holds a Bachelor of Social Sciences (Hons) degree in Communications from the Hong Kong Baptist University and a M.A. in International and Public Affairs from the University of Hong Kong.

OUE REIT MANAGER

Roles and Responsibilities

The OUE REIT Manager has general powers of management over the assets of OUE REIT. The OUE REIT Manager's main responsibility is to manage OUE REIT's assets and liabilities for the benefit of unitholders. The OUE REIT Manager sets the strategic direction of OUE REIT and gives recommendations to the OUE REIT Trustee on the acquisition, divestment and/or enhancement of assets of OUE REIT in accordance with its stated investment strategy. The OUE REIT Manager is also responsible for managing all the tax affairs of OUE REIT including the appointment of advisors and ensuring OUE REIT complies with all tax requirements.

The OUE REIT Manager prepares property plans on a regular basis, which may contain proposals and forecasts on gross revenue, capital expenditure, sales and valuations, explanations of major variances to previous forecasts, written commentary on key issues and any relevant assumptions.

The OUE REIT Manager may, in managing OUE REIT and in carrying out and performing its duties and obligations under the OUE REIT Trust Deed, with the written consent of the OUE REIT Trustee, appoint such person to exercise any or all of its powers and discretions and to perform all or any of its obligations under the OUE REIT Trust Deed, provided always that the OUE REIT Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

The OUE REIT Manager has currently outsourced the legal, compliance, corporate secretarial, internal audit, risk management facilitation, human resource and information technology including systems management functions to OUE Limited.

Retirement or Removal of the OUE REIT Manager

The OUE REIT Manager has the power to retire in favour of a corporation approved by the OUE REIT Trustee.

Also, the OUE REIT Manager may be removed by notice given in writing by the OUE REIT Trustee if:

- the OUE REIT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the OUE REIT Trustee) or a receiver is appointed over its assets or a judicial manager is appointed in respect of the OUE REIT Manager;
- the OUE REIT Manager ceases to carry on business;
- the OUE REIT Manager fails or neglects after reasonable notice from the OUE REIT Trustee to carry out or satisfy any material obligation imposed on the OUE REIT Manager by the OUE REIT Trust Deed
- the unitholders by an ordinary resolution duly proposed and passed by unitholders present and voting at a meeting of unitholders convened in accordance with the OUE REIT Trust Deed, with no unitholder (including the OUE REIT Manager and its related parties) being disenfranchised, vote to remove the OUE REIT Manager;
- for good and sufficient reason, the OUE REIT Trustee is of the opinion, and so states in writing, that a change of the OUE REIT Manager is desirable in the interests of the unitholders provided that where the OUE REIT Manager is removed on the basis that a change of the OUE REIT Manager is desirable in the interests of the unitholders, the OUE REIT Manager has a right under the OUE REIT Trust Deed to refer the matter to arbitration. Any decision made pursuant to such arbitration proceedings is binding upon the OUE REIT Manager, the OUE REIT Trustee and all unitholders; or
- the MAS directs the OUE REIT Trustee to remove the OUE REIT Manager.

THE PROPERTY MANAGERS

OUE Commercial Property Management Pte. Ltd. has been appointed as property manager of properties owned by OUE REIT and OUE Allianz Bayfront LLP. OUE Property Management Pte. Ltd. has been appointed as property manager of Mandarin Gallery. The property managers are wholly-owned subsidiaries of OUE Limited.

THE OUE REIT TRUSTEE

The trustee of OUE REIT is DBS Trustee Limited. The OUE REIT Trustee is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act 2005 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. The OUE REIT Trustee's registered office is located at 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982.

THE OUE REIT TRUST DEED

The provisions of the SFA and the CIS Code (including the Property Funds Appendix) prescribe certain terms of the OUE REIT Trust Deed and certain rights, duties and obligations of the OUE REIT Manager, the OUE REIT Trustee and unitholders under the OUE REIT Trust Deed. The Property Funds Appendix also imposes certain restrictions on REITs in Singapore, including a restriction on the types of investments which REITs in Singapore may hold, a general limit on their level of borrowings and certain restrictions with respect to interested party transactions.

Powers, Duties and Obligations of the OUE REIT Trustee

The OUE REIT Trustee's powers, duties and obligations are set out in the OUE REIT Trust Deed. These powers and duties include:

- acting as trustee of OUE REIT and, in such capacity, safeguarding the rights and interests of the unitholders, for example, by satisfying itself that transactions it enters into for and on behalf of OUE REIT with a related party of the OUE REIT Manager or OUE REIT are conducted on normal commercial terms, are not prejudicial to the interests of OUE REIT and the unitholders, and in accordance with all applicable requirements under the Property Funds Appendix and/or the Listing Manual relating to the transaction in question;
- holding the assets of OUE REIT on trust for the benefit of the unitholders in accordance with the OUE REIT Trust Deed; and
- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of OUE REIT.

In exercising its powers, the OUE REIT Trustee may (on the recommendation of the OUE REIT Manager) be subject to the provisions of the OUE REIT Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

Subject to the OUE REIT Trust Deed and the Property Funds Appendix, the OUE REIT Manager may direct the OUE REIT Trustee to borrow or raise money or obtain other financial accommodation for the purposes of OUE REIT, both on a secured and unsecured basis.

The OUE REIT Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the OUE REIT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Singapore Code on Take-overs and Mergers, any tax ruling and all other applicable laws and regulations. It must retain OUE REIT's assets, or cause OUE REIT's assets to be retained, in safe custody and cause OUE REIT's accounts to be audited. Pursuant to the OUE REIT Trust Deed, it can appoint any custodian, joint-custodian or sub-custodian (including, without limitation, any related party of the OUE REIT Trustee) in relation to the whole or any part of OUE REIT's assets. It can appoint valuers to value the real estate assets and real estate-related assets of OUE REIT.

The OUE REIT Trust Deed contains certain indemnities in favour of the OUE REIT Trustee under which, it will be indemnified out of the assets of OUE REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws and regulations.

Retirement and Replacement of the OUE REIT Trustee

The OUE REIT Trustee may retire or be replaced under the following circumstances:

- The OUE REIT Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee (such appointment to be made in accordance with the provisions of the OUE REIT Trust Deed).
- The OUE REIT Trustee may be removed by notice in writing to the OUE REIT Trustee by the OUE REIT Manager if:
 - the OUE REIT Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the OUE REIT Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the OUE REIT Trustee;
 - the OUE REIT Trustee ceases to carry on business;
 - the OUE REIT Trustee fails or neglects after reasonable notice from the OUE REIT Manager to carry out or satisfy any material obligation imposed on the OUE REIT Trustee by the OUE REIT Trust Deed;
 - an extraordinary resolution is passed at a unitholders' meeting duly convened and held in accordance with the provisions of the OUE REIT Trust Deed, and of which not less than 21 days' notice has been given to the OUE REIT Trustee and the OUE REIT Manager; or
 - the MAS directs that the OUE REIT Trustee be removed.

Termination of OUE REIT

Under the provisions of the OUE REIT Trust Deed, the duration of OUE REIT shall end on the earliest of:

- such date as may be provided under applicable laws and regulations;
- the date on which OUE REIT is terminated by the OUE REIT Manager in such circumstances as set out under the provisions of the OUE REIT Trust Deed as described below; or
- the date on which OUE REIT is terminated by the OUE REIT Trustee in such circumstances as set out under the provisions of the OUE REIT Trust Deed as described below.

The OUE REIT Manager may in its absolute discretion terminate OUE REIT by giving notice in writing to all unitholders or, as the case may be, the Central Depository (Pte) Limited, and the OUE REIT Trustee not less than three months in advance and to the MAS not less than seven days before the termination in any of the following circumstances:

- if any law shall be passed which renders it illegal or in the opinion of the OUE REIT Manager impracticable or inadvisable for OUE REIT to exist;
- if the net asset value of OUE REIT's deposited property shall be less than S\$50.0 million after the end of the first anniversary of the date of the OUE REIT Trust Deed or any time thereafter; and
- if at any time OUE REIT becomes unlisted after it has been listed.

Subject to the SFA and any other applicable law or regulation, OUE REIT may be terminated by the OUE REIT Trustee by notice in writing in any of the following circumstances:

- if the OUE REIT Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the OUE REIT Trustee) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the OUE REIT Manager or if any encumbrancer shall take possession of any of its assets or if it shall cease business and the OUE REIT Trustee fails to appoint a successor manager in accordance with the provisions of the OUE REIT Trust Deed;
- if any law shall be passed which renders it illegal or in the opinion of the OUE REIT Trustee impracticable or inadvisable to continue OUE REIT; and
- if within the period of three months from the date of the OUE REIT Trustee expressing in writing to the OUE REIT Manager the desire to retire, the OUE REIT Manager shall have failed to appoint a new trustee in accordance with the provisions of the OUE REIT Trust Deed.

The decision of the OUE REIT Trustee in any of the events specified above shall be final and binding upon all the parties concerned but the OUE REIT Trustee shall be under no liability on account of any failure to terminate OUE REIT pursuant to the paragraph above or otherwise. The OUE REIT Manager shall accept the decision of the OUE REIT Trustee and relieve the OUE REIT Trustee of any liability to it and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

Generally, upon the termination of OUE REIT, the OUE REIT Trustee shall, subject to the preferred terms of preferred units in issue from time to time, and any authorisations or directions given to it by the OUE REIT Manager or the unitholders pursuant to the OUE REIT Trust Deed, sell OUE REIT's deposited property and repay any borrowings incurred on behalf of OUE REIT in accordance with the OUE REIT Trust Deed (together with any interest accrued but remaining unpaid) as well as all other debts and liabilities in respect of OUE REIT before distributing the balance of the deposited property to the unitholders in accordance with their proportionate interests in OUE REIT.

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 IRAS and MAS 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, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities (“QDS”) scheme for early redemption fee (as defined in the ITA) and redemption premium (as such term has been amended by the ITA). These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Securities are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuers, 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 Securities.

In addition, the disclosure below is on the assumption that the IRAS regards each tranche of the Perpetual Securities as “debt securities” for the purposes of the ITA and that payments made under each tranche of the Perpetual Securities (including, without limitation, the distributions, Optional Distributions, Arrears of Distribution and Additional Distribution Amounts) will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available for qualifying debt securities, provided that the other conditions for the qualifying debt securities scheme are satisfied. If any tranche of the Perpetual Securities is not regarded as “debt securities” for the purposes of the ITA or payments made under each tranche of the Perpetual Securities (including, without limitation, the distributions, Optional Distributions, Arrears of Distribution and Additional Distribution Amounts) are not regarded as interest payable on indebtedness or holders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. Investors and holders of any tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of any tranche of the Perpetual Securities.

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% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17.0%. The applicable rate for non-resident individuals is currently 24.0%. 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%. The rate of 15.0% may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

In addition, as the Programme as a whole was arranged by DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited, each of which is a Specified Licensed Entity (as defined below), any tranche of the Securities (the **"Relevant Securities"**) issued as debt securities under the Programme during the period from the date of this Offering Circular to 31 December 2028 would be QDS for the purposes of the ITA, to which the following treatment shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Relevant Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require, and the inclusion by the Relevant Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Securities using the funds and profits of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the **"Qualifying Income"**) from the Relevant Securities paid by the Relevant Issuer and derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;
- (ii) subject to certain conditions having been fulfilled (including the furnishing by the Relevant Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require), Qualifying Income from the Relevant Securities 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% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (iii) subject to:
 - (aa) the Relevant Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA; and

- (bb) the furnishing by the Relevant Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require,

payments of Qualifying Income derived from the Relevant Securities are not subject to withholding of tax by the Relevant Issuer.

Notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50.0% or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Relevant Issuer or the OUE REIT Manager, such Relevant Securities would not qualify as QDS; and
- (B) even though a particular tranche of Relevant Securities are QDS, if, at any time during the tenure of such tranche of Relevant Securities, 50.0% or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Relevant Issuer or the OUE REIT Manager, Qualifying Income derived from such Relevant Securities held by:
- (i) any related party of the Relevant Issuer or the OUE REIT Manager; or
- (ii) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Relevant Issuer or the OUE REIT Manager,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

Pursuant to the ITA, the reference to the term “**Specified Licensed Entity**” above means:

- (a) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;
- (b) a finance company licensed under the Finance Companies Act 1967 of Singapore;
- (c) a person who holds a capital markets services licence under the SFA to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products; or
- (d) such other persons as may be prescribed by rules made under Section 7 of the ITA.

The terms “**related party**”, “**early redemption fee**” and “**redemption premium**” are defined in the ITA as follows:

“related party”, in relation to a person (A), means any person (a) who directly or indirectly controls A; (b) who is being controlled directly or indirectly by A; or (c) who, together with A, is directly or indirectly under the control of a common person;

“early redemption 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; 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 or on the early redemption of the securities.

References to “related party”, “early redemption fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, early redemption fee or redemption premium (i.e. the Qualifying Income) is derived from the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Relevant Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium (i.e. the Qualifying Income) derived from the Relevant Securities is not exempt from tax is required to include such income in a return of income made under the ITA.

Capital Gains

Subject to the disclosure in the next paragraph, any gains considered to be in the nature of capital made from the sale of the Securities will generally not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Pursuant to Section 10L of the ITA, gains received or deemed to be received in Singapore by an entity of a relevant group from the sale or disposal of any movable or immovable property outside Singapore ("**Foreign Assets**") will be treated as income chargeable to Singapore income tax, subject to certain exclusions. Debt securities will be deemed to be located outside Singapore if the issuer thereof is incorporated outside Singapore or in the case of registered debt securities, the register or principal register (if there is more than one register) is located outside Singapore regardless of where the issuer is incorporated. Where the Securities are regarded as such Foreign Assets, gains received or deemed to be received in Singapore from the sale or disposal of the Securities may be treated as income chargeable to Singapore income tax in the hands of the Securityholders who are considered to be an entity of a relevant group (other than an excluded entity). An entity is a member of a group of entities if its assets, liabilities, income, expenses and cash flows are (a) included in the consolidated financial statements of the parent entity of the group; or (b) excluded from the consolidated financial statements of the parent entity of the group solely on size or materiality grounds or on the grounds that the entity is held for sale. A group is a relevant group if (a) the entities of the group are not all incorporated, registered or established in Singapore; or (b) any entity of the group has a place of business outside Singapore. An excluded entity is defined in section 10L of the ITA to include a pure equity-holding company or any other entity with adequate economic substance in Singapore taking into account factors enumerated in section 10L of the ITA. Securityholders who may be subject to the tax treatment under Section 10L of the ITA should consult their own professional tax advisers regarding the Singapore income tax consequences of their sale or disposal of the Securities.

Holders of the Securities who apply or who are required to apply Singapore Financial Reporting Standard ("**FRS**") 109 or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) for tax purposes in accordance with the provisions of FRS 109 or SFRS(I) 9 (as the case may be) (as modified by the applicable provisions of Singapore income tax law) even though no sale or disposal of the Securities is made. See also "Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes".

Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

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 issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Securities who may be subject to the tax treatment under Section 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 Securities.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

Proposed Financial Transaction Tax (“FTT”)

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the Instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of Instruments should, however, be exempt.

Under the Commission’s Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a participating Member State or; (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Instruments are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “**foreign financial institution**” (as defined by FATCA) may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Instruments, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Instruments, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Instruments, such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register and Instruments characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Instruments (as described under “*Terms and Conditions of the Notes – Further Issues*” and “*Terms and Conditions of the Securities – Further Issues*”, respectively) that are not distinguishable from previously issued Instruments, as the case may be, are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Instruments, as the case may be, including the Instruments, as the case may be, offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Instruments. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Instruments, as the case may be, no person will be required to pay additional amounts as a result of the withholding.

CLEARING AND SETTLEMENT

Clearance and Settlement under the Depository System

In respect of Instruments which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP. Instruments 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 Instruments which are accepted for clearance by CDP, the entire issue of the Instruments is to be held by CDP in the form of a Global Security or a Global Certificate for persons holding the Instruments in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Instruments 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 Instruments through the Depository System may be effected through securities sub-accounts held with corporate depositors ("**Depository Agents**"). Depositors holding the Instruments in direct securities accounts with CDP, and who wish to trade Instruments through the Depository System, must transfer the Instruments to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payments of interest and distribution and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfers of interests in the Instruments 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 CDP Principal Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Clearance and Settlement under Euroclear and/or Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfers. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Instruments held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of the relevant Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

SUMMARY OF PROVISIONS RELATING TO THE INSTRUMENTS WHILE IN GLOBAL FORM

Clearing System Accountholders

In relation to any Tranche of Notes or Securities represented by a Global Note or, as the case may be, Global Security in bearer form, references in the Terms and Conditions of the Notes to “Noteholder” or references in the Terms and Conditions of the Securities to “Securityholder” are references to the bearer of the relevant Global Note or, as the case may be, Global Security which, for so long as the Global Note or Global Security is held by CDP and/or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be CDP, that common depository or sub-custodian, as the case may be.

In relation to any Tranche of Notes or Securities represented by a Global Note Certificate or, as the case may be, Global Security Certificate, references in the Terms and Conditions of the Notes to “Noteholder” and references in the Terms and Conditions of the Securities to “Securityholders” are references to the person in whose name such Global Note Certificate or, as the case may be, Global Security Certificate is for the time being registered in the Register which, for so long as the Global Note Certificate or, as the case may be, Global Security Certificate is held by or on behalf of CDP or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be CDP or a common depository or a nominee for such common depository.

Each of the persons shown in the records of CDP and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note, a Global Security, a Global Note Certificate or a Global Security Certificate (each an “**Accountholder**”) must look solely to CDP and/or Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the relevant Issuer or the Guarantor to the holder of such Global Note, Global Security, Global Note Certificate or Global Security Certificate and in relation to all other rights arising under such Global Note, Global Security, Global Note Certificate or Global Security Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Note, a Global Security, a Global Note Certificate or a Global Security Certificate will be determined by the respective rules and procedures of CDP, Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes or Securities are represented by a Global Note, a Global Security, a Global Note Certificate or, as the case may be a Global Security Certificate, Accountholders shall have no claim directly against the relevant Issuer or the Guarantor in respect of payments due under the Instruments and such obligations of the relevant Issuer and the Guarantor will be discharged by payment to the holder of such Global Note, Global Security, Global Note Certificate or Global Security Certificate.

Conditions applicable to Global Notes and Securities

Each Global Note, Global Security, Global Note Certificate and Global Security Certificate will contain provisions which modify the Terms and Conditions of the Notes or, as the case may be, Terms and Conditions of the Securities as they apply to the Global Note, Global Security, Global Note Certificate or, as the case may be, Global Security Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note, Global Security, Global Note Certificate and Global Security Certificate which, according to the Terms and Conditions of the Notes or, as the case may be, Terms and Conditions of the Securities, require presentation and/or surrender of a Note, Note Certificate, Security, Security Certificate or Coupon or Talon will be made against presentation and (in the case of payment of principal in full with all interest or distribution accrued thereon) surrender of the Global Note, Global Security, Global Note Certificate or Global Security Certificate to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the relevant Issuer in respect of the Instruments. On each occasion on which a payment of principal or interest or distribution is made in respect of the Global Note or Global Security, the relevant Issuer shall procure that the payment is noted in a schedule thereto.

Payment Business Day: In the case of a Global Note, Global Security, Global Note Certificate or Global Security Certificate, shall be: if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Note Certificate or Global Security Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the “**Record Date**”) where “Clearing System Business Day” means a day on which each clearing system for which the Global Note Certificate or, as the case may be, Global Security Certificate is being held is open for business.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 9(c) (Redemption at the option of the Issuer) in the Terms and Conditions of the Notes, in relation to some only of the Notes, the Permanent Global Note or a Global Note Certificate may be redeemed in part in the principal amount specified by the Issuer in accordance with the Terms and Conditions of the Notes and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of CDP, Euroclear and Clearstream, Luxembourg (to be reflected in the records of CDP, Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Exercise of put option: In order to exercise the option contained in Condition 9(d) (Redemption at the option of Noteholders) or Condition 9(f) (*Redemption and Purchase – Redemption upon cessation or suspension in trading of Units in OUE REIT (Delisting/Suspension of Trading Put Right)*) in the Terms and Conditions of the Notes, the bearer of the Permanent Global Note or the holder of a Global Note Certificate must, within the period specified in the Terms and Conditions of the Notes for the deposit of the relevant Note and put notice, give written notice of such exercise to the Principal Paying Agent, in accordance with the rules and procedures of CDP, Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Similarly, the provisions for meetings of Noteholders in the Trust Deed contain provisions that apply while the Instruments are represented by a Global Note, Global Note, Global Security, Global Note Certificate or Global Security Certificate. The following is a summary of certain of those provisions:

Electronic Consent and Written Resolution: For so long as the Instruments are in the form of a Global Instrument held on behalf of, or a Global Instrument Certificate (as defined in the Trust Deed) registered in the name of any nominee for, one or more of Euroclear, Clearstream, the Depository or any other relevant clearing system (the “**relevant clearing system**”), then:

- (a) approval of a resolution proposed by the Relevant Issuer (as defined in the Trust Deed), the Guarantor or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate principal amount of the Instruments outstanding (an “**Electronic Consent**” as defined in the Trust Deed) shall, for all purposes, take effect as a resolution passed at a meeting of Instrumentholders duly convened and held, and shall be binding on all Instrumentholders and, in relation to Bearer Instruments and Couponholders, even if the relevant consent or instruction proves to be defective; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Relevant Issuer, the Guarantor and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Relevant Issuer, the Guarantor and/or the Trustee, as the case may be, (i) accountholders in the clearing system(s) with entitlements to such Global Note, Global Security, Global Note Certificate or Global Security Certificate and/or, (ii) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by

the person identified by that accountholder as the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Relevant Issuer, the Guarantor and the Trustee have obtained commercially reasonable evidence as to the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. As used in this paragraph, “commercially reasonable evidence” includes any certificate or other document issued by Euroclear, Clearstream, the Depository or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain as the Trustee in its absolute discretion may require and accept, in each case in relation to the holding of interests in the Instruments. Any resolution passed in such manner shall be binding on all Instrumentholders and, in relation to Bearer Instruments and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall, once it has been accepted by the Trustee and in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or EasyWay or Clearstream’s CreationOnline or Xact Web Portal system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Instruments is clearly identified together with the amount of such holding

SUBSCRIPTION AND SALE

The Arrangers have, in the Dealer Agreement dated 18 October 2024, agreed with the Issuers and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Instruments. Any such agreement will extend to those matters stated (in the case of Notes) under “*Form of the Notes*” and “*Terms and Conditions of the Notes*” or (in the case of Securities) under “*Form of the Securities*” and “*Terms and Conditions of the Securities*”. In the Dealer Agreement, the Issuers and the Guarantor have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Instruments under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

The Arrangers, the Dealers or any of their respective affiliates may have performed certain banking and advisory services for the Issuers, the Guarantor and/or their respective 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 Issuers, the Guarantor and/or their respective affiliates in the ordinary course of the Issuers’ or the Guarantor’s or business. The relevant Issuer or the Guarantor may from time to time agree with the relevant Dealer(s) that the relevant Issuer or the Guarantor may pay certain third parties (including, without limitation, rebates to private banks as specified in the applicable Pricing Supplement).

The Dealers or certain of their respective affiliates may purchase the Instruments and be allocated the Instruments for asset management and/or proprietary purposes but not with a view to distribution. In connection with each tranche of Instruments issued under the Programme, the Dealers or certain of their affiliates may purchase Instruments and be allocated Instruments for asset management and/or proprietary purposes but not with a view to distribution. Further, the Dealers and/or their respective affiliates may place orders, receive allocations and purchase Instruments for their own account (without a view to distributing such Instruments) and such orders and/or allocations of the Instruments may be material. Such entities may hold or sell such Instruments or purchase further Instruments for their own account in the secondary market or deal in any other securities of the Issuers or the Guarantor, and therefore, they may offer or sell the Instruments or other securities otherwise than in connection with the offering. Accordingly, references herein to the Instruments being “**offered**” should be read as including any offering of the Instruments to the Arrangers, the Dealers and/or their respective affiliates for their own account. Such entities are not expected to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so.

United States

The Instruments and the Guarantee thereof have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdictions of the United States. Subject to certain exemptions, Instruments may not be offered or sold within the United States or to U.S. persons. Each Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold, and will not offer or sell, any Instruments constituting part of its allotment except in accordance with Rule 903 of Regulation S under the Securities Act.

The Instruments are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

Until 40 days after the commencement of the offering of any Series of Instruments, an offer or sale of such Instruments within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder. The applicable Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

European Economic Area and the United Kingdom

The following selling restrictions are applicable to issues of Securities only:

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no offers or sales of the Securities will be made in, or to any person domiciled in, or having their registered office located in, any member of the European Economic Area or in the United Kingdom.

The following selling restrictions is applicable to issues of Notes only:

- (a) Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not engage in the offer or marketing of the Notes in any jurisdiction in which Directive 2011/61/EU (the “**AIFM Directive**”) has been implemented, save that they may, notwithstanding the foregoing but without prejudice to any other matter contained in this section, engage in the offer or marketing of the Notes in Germany, France, The Netherlands, the United Kingdom, Norway, Denmark, Finland, Italy, Spain, Belgium, Austria, Luxembourg, Portugal, Ireland and such further jurisdictions as agreed in writing between the Issuer and the relevant Dealer prior to any such marketing or offer taking place (each such jurisdiction in which such marketing or offer is permitted pursuant to this paragraph being a “**Relevant AIFMD Jurisdiction**”).
- (b) For the avoidance of doubt, and notwithstanding the foregoing or the generality of the matters set out under “*Subscription and Sale*” of this Offering Circular, no Dealer has made any representation, undertaking or agreement that it has complied with the provisions of the AIFM Directive, as such directive is implemented into, and interpreted in accordance with, the laws of each Relevant AIFMD Jurisdiction.

European Economic Area

Prohibition of Sales to EEA Retail Investors

If the Pricing Supplement in respect of any Instruments includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, each Dealer has represented, and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this 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 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, “**EU MiFID II**”); or
- (ii) a customer within the meaning 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 EU MiFID II.

Public Offer Selling Restriction Under the EU Prospectus Regulation

If the Pricing Supplement in respect of any Instruments does not include a legend entitled “Prohibition of Sales to EEA Retail Investors”, in relation to each Member State of the European Economic Area, each Dealer has represented and agreed that it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this 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 Instruments to the public in that Member State:

- (i) Qualified investors: at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;
- (ii) Fewer than 150 offerees: at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

- (iii) Other exempt offers: at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Instruments referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instruments 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 Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the Instruments and the expression “**EU Prospectus Regulation**” means Regulation (EU) 2017/1129.

United Kingdom

Prohibition of Sales to UK Retail Investors

If the Pricing Supplement in respect of any Instruments includes the legend “*Prohibition of Sales to UK Retail Investors*”, each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision, 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 European Union (Withdrawal) Act 2018 (“**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.

If the Pricing Supplement in respect of any Instruments does not include the legend “*Prohibition of Sales to UK Retail Investors*”, each Dealer has represented and agreed that it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom except that it may make an offer of such Instruments to the public in the United Kingdom:

- (i) at any time to any legal entity which is a qualified investor as defined in Article 2 of UK Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of 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
- (iii) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Instruments referred to in (i) to (iii) 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 Instruments to the public**” in relation to any Instruments means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the and the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other UK regulatory restrictions

Each Dealer has represented and agreed that:

- (i) *No deposit-taking*: in relation to any Instruments having a maturity of less than one year:
 - (a) 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
 - (b) it has not offered or sold and will not offer or sell any Instruments other than to persons:
 - (1) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (2) 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 Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (ii) *Financial promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 Instruments in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (iii) *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

Japan

The Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “**FIEA**”) 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 Instruments in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, “**resident of Japan**” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Hong Kong

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 Instruments other than: (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (“**SFO**”); or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (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 Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

Important Notice to CMIs (including private banks)

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the relevant Issuer, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an Association with the relevant Issuer, the Guarantor, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Instruments. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the relevant Issuer or the Guarantor or any CMI (including its group companies) and inform the relevant Dealer(s) accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Offering Circular and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Instruments (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place “X-orders” into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages. CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the relevant Issuer or the Guarantor. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Instruments. CMIs are informed that a private bank rebate may be payable as stated above and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealer(s) in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Instruments, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the relevant affiliated Dealer(s) (if any) to categorise it as a proprietary order and apply the “proprietary orders” requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;

- Whether an underlying investor has any “Associations” (as used in the SFC Code);
- Whether any underlying investor order is a “Proprietary Order” (as used in the SFC Code);
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus order should be sent to the Managers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMI and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the relevant Issuer, the Guarantor, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering. The relevant Dealer (s) may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer(s) with such evidence within the timeline requested.

By placing an order, prospective investors (including any underlying investors in relation to omnibus orders) are deemed to represent to the relevant Dealer(s) that it is not a Sanctions Restricted Person. A “Sanctions Restricted Person” means an individual or entity (a “Person”): (a) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current “Specially Designated Nationals and Blocked Persons” list (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions” (which as of the date hereof can be found at: https://eeas.europa.eu/headquarters/headquartershomepage_en/8442/Consolidated%20list%20of%20sanctions); or (b) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of: (i) their inclusion in the most current “Sectoral Sanctions Identifications” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the “**SSI List**”), (ii) their inclusion in Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the “**EU Annexes**”), (iii) their inclusion in any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes, (iv) them being the subject of restrictions imposed by the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”) under which BIS has restricted exports, re-exports or transfers of certain controlled goods, technology or software to such individuals or entities; (v) them being an entity listed in the Annex to the new Executive Order of 3 June 2021 entitled “Addressing the Threat from Securities Investments that Finance Certain Companies of the People’s Republic of China” (known as the Non-SDN Chinese Military-Industrial Complex Companies List), which amends the Executive Order 13959 of 12 November 2020 entitled “Addressing the threat from Securities Investments that Finance Chinese Military Companies”; or (vi) them being subject to restrictions imposed on the operation of an online service, Internet application or other information or communication services in the United States directed at preventing a foreign government from accessing the data of U.S. persons; or (c) that is located, organized or a resident in a comprehensively sanctioned country or territory, including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk’s People’s Republic or Luhansk People’s Republic. “**Sanctions Authority**” means: (a) the United States government; (b) the United Nations; (c) the European Union (or any of its member states); (d) the United Kingdom; (e) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (f) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty’s Treasury.

Singapore

Each Dealer has represented and agreed, 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 MAS. Accordingly, 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 or sold any Instruments or caused the Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell any Instruments or cause the Instruments 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 Instruments, 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 or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Switzerland

This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in the Instruments. Accordingly, each Dealer has represented, warranted and agreed that the Instruments may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“**FinSA**”) and no application has or will be made to admit the Instruments to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Instruments constitutes a prospectus pursuant to the FinSA, and neither this Offering Circular nor any other offering or marketing material relating to the Instruments may be publicly distributed or otherwise made publicly available in Switzerland.

PRC

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 or sold and will not offer or sell any of the Instruments directly or indirectly in the PRC (for such purposes, not including Hong Kong, Macau SAR or Taiwan) or to residents of the PRC unless such offer or sale is made in compliance with all applicable laws and regulations of the PRC.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Instruments 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 Instruments under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuers, the Guarantor, the Trustee or any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor, the Trustee and the Dealers represents that Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with any additional restrictions as may be agreed between the relevant Issuer and the relevant Dealer and set out in the applicable Pricing Supplement.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Instruments under the Programme have been duly authorised by (i) resolutions of the Board of Directors of the Manager passed on 16 October 2024 and (ii) resolutions of the Board of Directors of ORTPL passed on 16 October 2024. The establishment of the Programme, the issue of Instruments under the Programme and the giving of the Guarantee have been duly authorised by the resolutions of the Board of Directors of the REIT Trustee passed on 29 July 2022 as varied by the Change in List of Authorised Signatories dated 11 July 2023, 11 March 2024 and 11 March 2024.

Listing

Application has been made to the SGX-ST for permission to deal in, and quotation of, any Instruments that may be issued pursuant to the Programme and that are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Instruments have been admitted to the Official List of the SGX-ST. The SGX-ST takes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein or the contents of this document, makes no representations as to its accuracy of completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents herein. The approval-in-principle from, and the admission of any Instruments to the Official List of, the SGX-ST is not to be taken as an indication of the merits of the Issuers, the Guarantor, OUE REIT, the Manager, the Group, their respective subsidiaries (if any), their respective associated companies (if any), the Programme or the Instruments. Unlisted Instruments may be issued under the Programme.

The relevant Pricing Supplement in respect of any Series will specify whether or not such Instruments will be listed and, if so, on which exchange(s) the Instruments are to be listed. For so long as any Instruments are listed on the SGX-ST and the rules of the SGX-ST so require, the Instruments will trade on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies).

Clearing systems

The Instruments to be issued under the Programme have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Instruments will be specified in the applicable Pricing Supplement. In addition, the Issuer may also apply to have the Instruments accepted for clearance through CDP. If the Instruments are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of CDP is #01-19/20 The Metropolis, 9 North Buona Vista Drive, Singapore 138588.

Conditions for determining price

The price and amount of Instruments to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

No material adverse change

Save as disclosed in this Offering Circular, there has been no material adverse change in the financial or trading position of the Group since 30 June 2024.

Litigation

None of the Issuers, the Guarantor, OUE REIT, the Group or any other member of the Group is involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened) of which the Issuers or the Guarantor is aware which may in the opinion of the Issuer or the Guarantor have or have had in the 12 months preceding the date of this Offering Circular a material adverse effect on the financial position of the Issuers, the Guarantor or the Group, taken as a whole.

Auditors

The Group's auditors are KPMG LLP, who have audited and issued unqualified audit reports on the financial statements of the Group's accounts for each of the financial years ended 31 December 2022 and 2023.

The reports of the auditors of the Issuer are included or incorporated in the form and context in which they are included, with the consent of the auditors who have authorised the contents of that part of this Offering Circular.

Legal Entity Identifier

The legal entity identifiers of ORTPL and OUE REIT are 254900CZLKC1CXRC6Y10 and 549300ZH7I6OTTYIPE70 respectively.

Documents

So long as Instruments may be issued under the Programme and upon prior written request and proof of holding, copies of the following documents shall be made available for inspection at the specified office of the Principal Paying Agent to the relevant holder free of charge:

- (i) the most recently published and publicly available audited financial statements of the Group (together with the audit reports in connection therewith) and the most recently published and publicly available unaudited consolidated financial statements of the Group;
- (ii) the Trust Deed, (which includes the forms of the Global Notes, the Instruments in definitive form, the Coupons and the Talons) and the Agency Agreement;
- (iii) the REIT Trust Deed;
- (iv) a copy of this Offering Circular; and
- (v) any future offering circulars, prospectuses, information memoranda and supplements including Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note or Securities will only be available for inspection by a holder of such Note or Securities and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of Instruments and identity) to this Offering Circular and any other documents incorporated herein or therein by reference.

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REPORT OF THE TRUSTEE

DBS Trustee Limited (the “Trustee”) is under a duty to take into custody and hold the assets of OUE Commercial Real Estate Investment Trust (the “Trust”) held by it or through its subsidiaries (collectively, the “Group”) in trust for the holders of units in the Trust. In accordance with the Securities and Futures Act 2001, its subsidiary legislation and the Code on Collective Investment Schemes, the Trustee shall monitor the activities of OUE Commercial REIT Management Pte. Ltd. (the “Manager”) for compliance with the limitations imposed on the investment and borrowing powers as set out in the trust deed dated 10 October 2013 (as amended) (the “Trust Deed”) between the Manager and the Trustee in each annual accounting period and report thereon to unitholders in an annual report.

To the best knowledge of the Trustee, the Manager has, in all material respects, managed the Trust and its subsidiaries during the year covered by these financial statements set out on pages 147 to 238, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

**For and on behalf of the Trustee,
DBS Trustee Limited**

Jane Lim Puay Yuen
Director

Singapore
6 March 2023

STATEMENT BY THE MANAGER

In the opinion of the directors of OUE Commercial REIT Management Pte. Ltd. (the “Manager”), the manager of OUE Commercial Real Estate Investment Trust (the “Trust”), the accompanying financial statements set out on pages 147 to 238 comprising the Statements of Financial Position, Statements of Total Return, Distribution Statements, Statements of Movements in Unitholders’ Funds and Portfolio Statements of the Trust and its subsidiaries (the “Group”) and of the Trust, the Statement of Cash Flows of the Group and Notes to the Financial Statements are drawn up so as to present fairly, in all material respects, the financial position and portfolio holdings of the Group and the Trust as at 31 December 2022, the total return, distributable income, movements in unitholders’ funds and cash flows of the Group and the total return, distributable income and movements in unitholders’ funds of the Trust for the year ended 31 December 2022, in accordance with the recommendations of Statement of Recommended Accounting Practice 7 “Reporting Framework for Unit Trusts” issued by the Institute of Singapore Chartered Accountants and the provisions of the Trust Deed between DBS Trustee Limited and the Manager dated 10 October 2013 (as amended). At the date of this statement, there are reasonable grounds to believe that the Group and the Trust will be able to meet the respective financial obligations as and when they materialise.

**For and on behalf of the Manager,
OUE Commercial REIT Management Pte. Ltd.**

Han Khim Siew
Executive Director

Singapore
6 March 2023

INDEPENDENT AUDITORS' REPORT

Unitholders

OUE Commercial Real Estate Investment Trust
(Constituted under a Trust Deed in the Republic of Singapore)

REPORT ON THE FINANCIAL STATEMENTS

Opinion

We have audited the financial statements of OUE Commercial Real Estate Investment Trust (the "Trust") and its subsidiaries (the "Group"), which comprise the statement of financial position and portfolio statement of the Group and the Trust as at 31 December 2022, and the statement of total return, distribution statement, statement of movements in unitholders' funds and statement of cash flows of the Group and the statement of total return, distribution statement and statement of movements in unitholders' funds of the Trust for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, as set out on pages 147 to 238.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position, portfolio statement, statement of total return, distribution statement and statement of movements in unitholders' funds of the Trust present fairly, in all material respects, the financial position and portfolio holdings of the Group and the Trust as at 31 December 2022 and the total return, distributable income, movements in unitholders' funds and cash flows of the Group and the total return, distributable income and movements in unitholders' funds of the Trust for the year then ended on that date in accordance with the recommendations of Statement of Recommended Accounting Practice 7 ("RAP 7") *Reporting Framework for Unit Trusts* issued by the Institute of Singapore Chartered Accountants.

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 these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of investment properties

(Refer to Note 4 to the financial statements)

Risk

The Group has investment properties in Singapore and China with a carrying value of \$5.5 billion (2021: \$5.4 billion) as at 31 December 2022. Investment properties represent the most significant asset item on the statement of financial position.

The Group's accounting policy is to state the investment properties at their fair values which are based on independent external valuations. The valuation process involves significant judgement in determining the valuation method to be used and estimating the underlying assumptions to be applied. The valuations are sensitive to the key assumptions applied and a change in assumptions could have a significant impact to the valuation.

INDEPENDENT AUDITORS' REPORT

The valuation report obtained from external valuer for China's property highlighted that the real estate market in China has been impacted by a combination of global inflationary pressures, and the recent geopolitical events, in addition to the on-going effects of COVID-19 pandemic. As such, less certainty and a higher degree of caution should be attached to their valuation than would normally be the case.

Our response

We evaluated the competency and objectivity of the valuers and made enquiries of the valuers to understand their valuation approach and basis of valuation.

We considered the valuation methods used, which included the discounted cash flow method, capitalisation method and direct comparison method, against those applied for similar property types.

We assessed the reasonableness of the key assumptions used in the valuations which included a comparison of the discount rates, terminal yield rates, capitalisation rates, price per square foot and price per room, against historical trends and available industry data, taking into consideration comparability and market factors. We also considered the adequacy of the disclosures in the financial statements.

We also considered the adequacy of the disclosures in the financial statements in respect of estimation uncertainty and judgement applied.

Our findings

The valuers are members of professional bodies for valuers and have considered their own independence in carrying out their work.

The valuation methods used by the valuers are in line with generally accepted market practices and the key assumptions used in the valuations are within range of market data, the additional factors considered by the valuers were consistent with other corroborative evidence.

We also found the disclosures in the financial statements to be appropriate in their description of the judgement inherent in the key assumptions used in the valuations, including the inter-relationship between the key unobservable inputs and the fair values.

Other information

OUE Commercial REIT Management Pte. Ltd., the Manager of the Trust ("the Manager"), is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report except for the Statistics of Unitholdings ("the Report") which is expected to be made available to us after that date.

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information that we obtained prior to the date of this auditors' report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the Report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to the Manager and take appropriate actions in accordance with SSAs.

Responsibilities of the Manager for the financial statements

The Manager is responsible for the preparation and fair presentation of these financial statements in accordance with the recommendations of RAP 7 issued by the Institute of Singapore Chartered Accountants, and for such internal controls as the Manager determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Manager 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 the Manager either intends to terminate the Group or to cease operations of the Group, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 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 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 the Manager.
- Conclude on the appropriateness of the Manager'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 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 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 consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

INDEPENDENT AUDITORS' REPORT

We communicate with the Manager regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the Manager with a statement that we have complied with relevant ethical requirements regarding independence, and communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the Manager, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless the law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditors' report is Lee Chin Siang Barry.

KPMG LLP
*Public Accountants and
Chartered Accountants*

Singapore
6 March 2023

STATEMENTS OF FINANCIAL POSITION

As at 31 December 2022

		Group		Trust	
	Note	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Non-current assets					
Plant and equipment		221	146	-	-
Investment properties	4	5,539,164	5,409,748	930,000	902,000
Intangible assets	5	-	9,167	-	9,167
Investments in subsidiaries	6	-	-	2,553,963	2,459,090
Investment in joint venture	7	347,332	322,056	316,878	316,878
Financial derivatives	8	21,590	960	6,657	960
Trade and other receivables	9	4,334	3,867	-	-
Loans to a subsidiary	10	-	-	55,000	-
		5,912,641	5,745,944	3,862,498	3,688,095
Current assets					
Trade and other receivables	9	20,592	27,028	3,083	10,513
Cash and cash equivalents	11	49,482	59,549	3,749	3,986
Financial derivatives	8	6,390	-	2,099	-
		76,464	86,577	8,931	14,499
Total assets		5,989,105	5,832,521	3,871,429	3,702,594
Non-current liabilities					
Borrowings	12	1,721,841	1,813,196	792,468	702,543
Trade and other payables	13	39,878	38,860	11,467	13,224
Financial derivatives	8	-	7,077	-	3,432
Deferred tax liabilities	14	76,109	83,993	-	-
Lease liability		25,146	24,410	-	-
		1,862,974	1,967,536	803,935	719,199
Current liabilities					
Borrowings	12	327,618	172,199	-	8,000
Trade and other payables	13	76,271	87,132	28,920	29,606
Financial derivatives	8	-	1,545	-	869
Current tax liabilities		14,741	14,594	-	-
Lease liability		134	1,000	-	-
		418,764	276,470	28,920	38,475
Total liabilities		2,281,738	2,244,006	832,855	757,674
Net assets		3,707,367	3,588,515	3,038,574	2,944,920

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF FINANCIAL POSITION

As at 31 December 2022

		Group		Trust	
	Note	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Represented by:					
Unitholders' funds		3,240,073	3,127,996	2,826,265	2,732,611
Convertible Perpetual Preferred Units ("CPPU") holder's funds	15	212,309	212,309	212,309	212,309
		3,452,382	3,340,305	3,038,574	2,944,920
Non-controlling interests		254,985	248,210	-	-
		3,707,367	3,588,515	3,038,574	2,944,920
Units in issue and to be issued ('000)	16	5,470,950	5,449,685	5,470,950	5,449,685
Net asset value per Unit (\$)	17	0.59	0.57	0.52	0.50

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF TOTAL RETURN

Year ended 31 December 2022

	Note	Group		Trust	
		2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Revenue	18	241,507	249,884	143,029	150,438
Property operating expenses	19	(44,592)	(45,679)	(10,594)	(13,365)
Net property income		196,915	204,205	132,435	137,073
Other income	20	8,766	15,194	8,766	14,995
Amortisation of intangible assets	5	(3,750)	(5,000)	(3,750)	(5,000)
Write-off of intangible assets	5	(5,417)	-	(5,417)	-
Manager's management fees	21	(15,756)	(18,249)	(15,756)	(18,249)
Divestment costs		-	(7,363)	-	(7,363)
Trustee's fee		(998)	(1,304)	(935)	(903)
Other expenses		(2,755)	(2,674)	(615)	(1,238)
Finance income		27,001	4,394	8,738	3,597
Finance cost		(81,967)	(76,187)	(29,228)	(35,575)
Net finance costs	22	(54,966)	(71,793)	(20,490)	(31,978)
Net income		122,039	113,016	94,238	87,337
Net change in fair value of investment properties	4	139,727	(56,284)	26,708	(2,362)
Reversal of (impairment loss on) investment in subsidiaries	6	-	-	94,873	(109,006)
Share of results from joint venture	7	37,108	13,236	-	-
Total return/(loss) for the year before tax	23	298,874	69,968	215,819	(24,031)
Tax expense	24	(11,191)	(14,061)	-	-
Total return/(loss) for the year		287,683	55,907	215,819	(24,031)
Total return/(loss) attributable to:					
Unitholders and CPPU holder		275,574	38,876	215,819	(24,031)
Non-controlling interests		12,109	17,031	-	-
		287,683	55,907	215,819	(24,031)
Earnings per Unit (cents)					
Basic	25	5.01	0.67		
Diluted	25	4.77	0.67		

The accompanying notes form an integral part of these financial statements.

DISTRIBUTION STATEMENTS

Year ended 31 December 2022

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Amount available for distribution to Unitholders at beginning of the year	77,334	79,810	77,334	79,810
Total return/(loss) for the year attributable to Unitholders and CPPU holder	275,574	38,876	215,819	(24,031)
Less: Amount reserved for distribution to CPPU holder	(2,200)	(2,582)	(2,200)	(2,582)
Less: Amount retained for working capital requirements	(6,000)	(6,000)	(6,000)	(6,000)
Distribution adjustments (Note A)	(155,748)	101,338	(95,993)	164,245
Amount available for distribution for the year	111,626	131,632	111,626	131,632
Add: Amount released*	4,600	10,400	4,600	10,400
Amount to be distributed to Unitholders (Note B)	116,226	142,032	116,226	142,032
Distributions to Unitholders:				
- Distribution of 1.43 cents per Unit for the period from 1/7/2020 to 31/12/2020	-	(77,618)	-	(77,618)
- Distribution of 1.23 cents per Unit for the period from 1/1/2021 to 30/06/2021	-	(66,890)	-	(66,890)
- Distribution of 1.37 cents per Unit for the period from 1/7/2021 to 31/12/2021	(74,661)	-	(74,661)	-
- Distribution of 1.08 cents per Unit for the period from 1/1/2022 to 30/06/2022	(58,961)	-	(58,961)	-
	(133,622)	(144,508)	(133,622)	(144,508)
Amount available for distribution to Unitholders at the end of the year	59,938	77,334	59,938	77,334
Distribution per Unit ("DPU") (cents)	2.12	2.60	2.12	2.60

* In 2022, the Group released \$4.6 million (2021: \$5.4 million) capital distribution from divestment of OUE Bayfront and \$nil (2021: \$5.0 million) from the \$10.8 million of tax-exempt income and capital distribution retained in 2020.

The accompanying notes form an integral part of these financial statements.

Note A - Distribution adjustments

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Net change in fair value of investment properties	(139,727)	56,284	(26,708)	2,362
Amortisation of intangible assets	3,750	5,000	3,750	5,000
Write-off of intangible assets	5,417	-	5,417	-
Amortisation of debt-related transaction costs	14,740	10,339	2,174	5,744
Net change in fair value of financial derivatives	(1,778)	(1,756)	(5,920)	(2,470)
Ineffective portion of changes in fair value of cash flow hedges	(2,177)	(1,364)	(374)	(867)
Hedging reserve transferred (to)/from unitholders' funds due to discontinuation of hedge accounting	(22,058)	1,892	-	3,204
Manager's management fees paid/payable in Units	7,878	9,124	7,878	9,124
Trustee's fee	998	1,304	935	903
Foreign exchange differences	149	(230)	1	(253)
Deferred tax (credit)/expense	(1,222)	1,375	-	-
Straight-lining of lease incentives	(1,986)	2,044	-	15
Transfer to statutory reserve	(1,207)	(1,236)	-	-
Net income of subsidiaries and joint venture not distributed to the Trust	-	-	11,482	24,967
(Reversal of) impairment loss on investment in subsidiaries	-	-	(94,873)	109,006
Other items	(18,525)	18,562	245	7,510
Distribution adjustments	(155,748)	101,338	(95,993)	164,245

Note B - Amount to be distributed to Unitholders

	Group and Trust	
	2022 \$'000	2021 \$'000
Comprises:		
- From operations	79,470	95,213
- From tax exempt income	21,803	27,913
- From Unitholders' contribution	14,953	18,906
	116,226	142,032

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

Year ended 31 December 2022

	← Attributable to →				
	Unitholders \$'000	CPPU holder \$'000	Total \$'000	Non- controlling interests \$'000	Total \$'000
Group					
Net assets attributable to owners at 1 January 2022	3,127,996	212,309	3,340,305	248,210	3,588,515
Operations					
Total return for the year	275,574	-	275,574	12,109	287,683
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	-	-	-
Net increase in net assets resulting from operations	273,374	2,200	275,574	12,109	287,683
Transactions with owners					
Issue of new Units:					
- Manager's management fees paid/payable in Units	7,878	-	7,878	-	7,878
Distributions paid to Unitholders	(133,622)	-	(133,622)	-	(133,622)
Distributions paid to CPPU Holder	-	(2,200)	(2,200)	-	(2,200)
Distributions paid to non-controlling interests	-	-	-	(6,000)	(6,000)
Net decrease in net assets resulting from transactions with owners	(125,744)	(2,200)	(127,944)	(6,000)	(133,944)
Movement in foreign currency translation reserve	(48,544)	-	(48,544)	-	(48,544)
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	7,291	-	7,291	520	7,811
Hedging reserve transferred to statement of total return	1,879	-	1,879	146	2,025
Share of movement in hedging reserve of joint venture	3,821	-	3,821	-	3,821
Net movement in hedging transactions	12,991	-	12,991	666	13,657
At 31 December 2022	3,240,073	212,309	3,452,382	254,985	3,707,367

The accompanying notes form an integral part of these financial statements.

	← Attributable to →				
	Unitholders \$'000	CPPU holder \$'000	Total \$'000	Non- controlling interests \$'000	Total \$'000
Group					
Net assets attributable to owners at 1 January 2021	3,177,972	361,885	3,539,857	235,805	3,775,662
Operations					
Total return for the year	38,876	-	38,876	17,031	55,907
Less: Amount reserved for distribution to CPPU holder	(2,582)	2,582	-	-	-
Net increase in net assets resulting from operations	36,294	2,582	38,876	17,031	55,907
Transactions with owners					
Issue of new Units:					
- Manager's management fees paid/payable in Units	9,124	-	9,124	-	9,124
CPPU redeemed	-	(148,800)	(148,800)	-	(148,800)
Difference on redemption of CPPUs	(6,200)	-	(6,200)	-	(6,200)
Distributions paid to Unitholders	(144,508)	-	(144,508)	-	(144,508)
Distributions paid to CPPU Holder	-	(3,358)	(3,358)	-	(3,358)
Distributions paid to non- controlling interests	-	-	-	(5,600)	(5,600)
Net decrease in net assets resulting from transactions with owners	(141,584)	(152,158)	(293,742)	(5,600)	(299,342)
Movement in foreign currency translation reserve	24,196	-	24,196	-	24,196
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	11,157	-	11,157	195	11,352
Hedging reserve transferred to statement of total return	19,961	-	19,961	779	20,740
Net movement in hedging transactions	31,118	-	31,118	974	32,092
At 31 December 2021	3,127,996	212,309	3,340,305	248,210	3,588,515

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

Year ended 31 December 2022

	← Attributable to →		
	Unitholders \$'000	CPPU holder \$'000	Total \$'000
Trust			
Net assets attributable to owners at 1 January 2022	2,732,611	212,309	2,944,920
Operations			
Total return for the year	215,819	-	215,819
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	-
Net increase in net assets resulting from operations	213,619	2,200	215,819
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	7,878	-	7,878
Distributions paid to Unitholders	(133,622)	-	(133,622)
Distributions paid to CPPU holder	-	(2,200)	(2,200)
Net decrease in net assets resulting from transactions with owners	(125,744)	(2,200)	(127,944)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	4,561	-	4,561
Hedging reserve transferred to statement of total return	1,218	-	1,218
Net movement in hedging transactions	5,779	-	5,779
At 31 December 2022	2,826,265	212,309	3,038,574

The accompanying notes form an integral part of these financial statements.

	← Attributable to →		
	Unitholders \$'000	CPPU holder \$'000	Total \$'000
Trust			
Net assets attributable to owners at 1 January 2021	2,887,911	361,885	3,249,796
Operations			
Total loss for the year	(24,031)	-	(24,031)
Less: Amount reserved for distribution to CPPU holder	(2,582)	2,582	-
Net (decrease)/increase in net assets resulting from operations	(26,613)	2,582	(24,031)
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	9,124	-	9,124
CPPUs redeemed	-	(148,800)	(148,800)
Difference on redemption of CPPUs	(6,200)	-	(6,200)
Distributions paid to Unitholders	(144,508)	-	(144,508)
Distributions paid to CPPU holder	-	(3,358)	(3,358)
Net decrease in net assets resulting from transactions with owners	(141,584)	(152,158)	(293,742)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	4,585	-	4,585
Hedging reserve transferred to statement of total return	8,312	-	8,312
Net movement in hedging transactions	12,897	-	12,897
At 31 December 2021	<u>2,732,611</u>	<u>212,309</u>	<u>2,944,920</u>

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2022

Description of property	Leasehold tenure	Location
Singapore		
OUE Downtown Office OUE Downtown is a mixed-use development comprising a 50-storey building (OUE Downtown 1) and a 37-storey building (OUE Downtown 2), a retail podium and a multi-storey car park The Group owns the office components of OUE Downtown (OUE Downtown Office), comprising OUE Downtown 1 (Strata Lot U4628V) and OUE Downtown 2 (Strata Lot U4629P)	OUE Downtown 1 and OUE Downtown 2: 99-year lease from 19 July 1967	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815
One Raffles Place An integrated commercial development comprising One Raffles Place Tower 1, One Raffles Place Tower 2 and One Raffles Place Shopping Mall The Group has an effective interest of 67.95% in One Raffles Place	One Raffles Place Tower 1: 841-year lease from 1 November 1985 One Raffles Place Tower 2: 99-year lease from 26 May 1983 One Raffles Place Shopping Mall: the retail podium straddles two land plots: - approximately 75% of the net lettable area ("NLA") of the retail podium is on a 99-year lease from 1 November 1985 - the balance 25% of the NLA of the retail podium is on a 841-year lease from 1 November 1985	1 Raffles Place, One Raffles Place, Singapore 048616

The accompanying notes form an integral part of these financial statements.

Remaining Term of Lease as at 31/12/2022	Existing use	Group			
		Carrying value at 31/12/2022 \$'000	Percentage of Unitholders' funds at 31/12/2022 %	Carrying value at 31/12/2021 \$'000	Percentage of Unitholders' funds at 31/12/2021 %
44 years	Commercial	930,000	29	902,000	29
804 years	Commercial	1,909,000	59	1,867,700	60
60 years					
62 years					
804 years					

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2022

Description of property	Leasehold tenure	Location
Crowne Plaza Changi Airport An airport hotel situated within the vicinity of passenger terminals of Singapore Changi Airport and is connected to Jewel Changi Airport via a pedestrian bridge from Terminal 3. The 563-room hotel is managed by Intercontinental Hotels Group.	74-year lease from 1 July 2009	75 Airport Boulevard, Singapore 819664
Hilton Singapore Orchard A hotel with 1,080 rooms located in Orchard Road.	99-year lease from 1 July 1957	333 Orchard Road, Singapore 238867
Mandarin Gallery High-end retail mall with 152-metre frontage situated along Orchard Road.	99-year lease from 1 July 1957	333A Orchard Road, Singapore 238897
Shanghai Lippo Plaza A 36-storey commercial building with retail podium at Shanghai, China excluding: (i) Unit 2 in Basement 1, (ii) the 12th, 13th, 15th and 16th floors and (iii) 4 car park lots	50-year land use right commencing from 2 July 1994	222 Huaihai Zhong Road, Huangpu District, Shanghai, PRC 200021

Investment properties, at valuation (Note 4)

Investment in joint venture (Note 7)

Other assets and liabilities (net)

Net assets of the Group

Net assets attributable to CPPU holder

Net assets attributable to non-controlling interests

Unitholders' funds

The carrying value of Lippo Plaza as at 31 December 2022 in Renminbi is RMB 2,640,000,000 (2021: RMB 2,681,000,000).

The properties are leased to third parties except as otherwise stated in Note 18. Generally, the leases contain an initial non-cancellable period of 1 to 10 years (2021: 1 to 10 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of these financial statements.

Remaining Term of Lease as at 31/12/2022	Existing use	Group			
		Carrying value at 31/12/2022 \$'000	Percentage of Unitholders' funds at 31/12/2022 %	Carrying value at 31/12/2021 \$'000	Percentage of Unitholders' funds at 31/12/2021 %
61 years	Hotel	460,200	14	455,200	15
34 years	Hotel	1,250,000	39	1,130,000	36
34 years	Retail	453,900	13	453,900	14
22 years	Commercial	509,784	16	574,538	18
		5,512,884	170	5,383,338	172
		347,332	11	322,056	10
		(2,152,849)	(66)	(2,116,879)	(67)
		3,707,367	115	3,588,515	115
		(212,309)	(7)	(212,309)	(7)
		(254,985)	(8)	(248,210)	(8)
		3,240,073	100	3,127,996	100

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2022

Description of property	Leasehold tenure	Location
Singapore		
OUE Downtown Office OUE Downtown is a mixed-use development comprising a 50-storey building (OUE Downtown 1) and a 37-storey building (OUE Downtown 2), a retail podium and a multi-storey car park The Trust owns the office components of OUE Downtown (OUE Downtown Office), comprising OUE Downtown 1 (Strata Lot U4628V) and OUE Downtown 2 (Strata Lot U4629P)	OUE Downtown 1 and OUE Downtown 2: 99-year lease from 19 July 1967	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815

Investment properties, at valuation (Note 4)

Investment in joint venture (Note 7)

Other assets and liabilities (net)

Net assets of the Trust

Net assets attributable to CPPU holder

Unitholders' funds

The properties are leased to third parties except as otherwise stated in Note 18. Generally, the leases contain an initial non-cancellable period of 1 to 6 years (2021: 1 to 6 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of these financial statements.

STATEMENT OF CASH FLOWS

Year ended 31 December 2022

	Group	
	2022	2021
	\$'000	\$'000
Cash flows from operating activities		
Total return for the year	287,683	55,907
Adjustments for:		
Amortisation of intangible assets	3,750	5,000
Write-off of intangible assets	5,417	-
Depreciation of plant and equipment	84	82
Finance costs	81,818	76,187
Finance income	(27,001)	(4,164)
Manager's fees paid/payable in Units	7,878	9,124
Net change in fair value of investment properties	(139,727)	56,284
Share of results from joint venture	(37,108)	(13,236)
Plant and equipment written-off	-	1
Loss on disposal of plant and equipment	2	10
Allowance/(write-back) for doubtful receivables	97	(1,118)
Tax expense	11,191	14,061
Operating income before working capital changes	194,084	198,138
Changes in working capital:		
Trade and other receivables	941	(3,086)
Trade and other payables	124	(12,502)
Cash generated from operating activities	195,149	182,550
Tax paid	(11,615)	(15,749)
Net cash from operating activities	183,534	166,801
Cash flows from investing activities		
Additions to plant and equipment	(167)	(3)
Payment for capital expenditure on investment properties	(47,639)	(56,896)
Dividends received from joint venture	15,653	8,058
Interest received	1,305	729
Proceeds from divestment of investment property	-	950,634
Proceed from sale of plant and equipment	-	1
Net cash (used in)/from investing activities	(30,848)	902,523
Cash flows from financing activities		
Distributions paid to Unitholders	(133,622)	(144,508)
Distributions paid to CPPU holder	(2,200)	(3,358)
Distributions paid to non-controlling interests	(6,000)	(5,600)
Interest paid	(65,289)	(66,487)
Payment of transaction costs related to borrowings	(13,024)	(9,636)
Payment of lease liability	(1,000)	(1,000)
Proceeds from bank loans	1,233,000	764,973
Proceeds from issuance of Notes	150,000	150,000
Redemption of CPPUs	-	(155,000)
Repayment of bank loans	(1,320,985)	(1,630,035)
Net cash used in financing activities	(159,120)	(1,100,651)

The accompanying notes form an integral part of these financial statements.

	Note	Group 2022 \$'000	2021 \$'000
Net decrease in cash and cash equivalents		(6,434)	(31,327)
Cash and cash equivalents at beginning of the year		59,549	88,508
Effect of exchange rate fluctuations on cash held		(3,633)	2,368
Cash and cash equivalents at end of the year	11	49,482	59,549

Significant non-cash transactions

During the year, there were the following significant non-cash transactions:

Financial year ended 31 December 2022

- a total of 21,265,471 Units, amounting to \$7,878,000, were or would be issued to the Manager as satisfaction of the Manager's management fees for the financial year.

Financial year ended 31 December 2021

- a total of 21,834,172 Units, amounting to \$9,124,000, were or would be issued to the Manager as satisfaction of the Manager's management fees for the financial year.

The accompanying notes form an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

These notes form an integral part of the financial statements.

The financial statements were authorised for issue by the Manager and the Trustee on 6 March 2023.

1 GENERAL

OUE Commercial Real Estate Investment Trust (the “Trust”) is a Singapore-domiciled unit trust constituted pursuant to the trust deed dated 10 October 2013 (as amended) (the “Trust Deed”) between OUE Commercial REIT Management Pte. Ltd. (the “Manager”) and DBS Trustee Limited (the “Trustee”). The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee is under a duty to take into custody and hold the assets of the Trust and its subsidiaries (the “Group”) in trust for the holders (“Unitholders”) of units in the Trust (the “Units”).

The Trust was admitted to the Official List of Singapore Exchange Securities Trading Limited (the “SGX-ST”) on 27 January 2014 (the “Listing Date”).

Effective from 1 March 2022, pursuant to the Supplementary Deed of Retirement and Appointment of Trustee dated 4 January 2022, RBC Investor Services Trust Singapore Limited has retired as the Sub-Trust Trustee of OUE Hospitality Sub-Trust and DBS Trustee Limited has been appointed as the Sub-Trust Trustee.

The principal activity of the Trust is to invest, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs and hospitality and/or hospitality-related purposes, within and outside of Singapore, as well as real estate-related assets. The principal activities of the subsidiaries are set out in Note 6.

The consolidated financial statements relate to the Trust and its subsidiaries (together referred to as the “Group” and individually as “Group entities”).

The Group is regarded as a subsidiary of OUE Limited (“OUE”) for financial reporting purposes. Accordingly, the ultimate holding company of the Trust is Lippo ASM Asia Property Limited, a company incorporated in the Cayman Islands.

Several service agreements were entered into in relation to the management of the Trust and its property operations. The fee structures of these services are as follows:

(a) Manager’s fees

The Manager is entitled to receive the following remuneration:

- (i) a base fee of 0.3% per annum (or such lower percentage as may be determined by the Manager in its absolute discretion) of the value of the Deposited Property (as defined in the Trust Deed);
- (ii) a performance fee of 25% per annum of the difference in DPU (as defined in the Trust Deed) in a financial year with the DPU in the preceding full financial year (calculated before accounting for the performance fee but after accounting for the base fee in each financial year) multiplied by the weighted average number of Units in issue for such financial year. The performance fee is payable if the DPU in any financial year exceeds the DPU in the preceding financial year, notwithstanding that the DPU in the financial year in which the performance fee is payable may be less than the DPU in the financial year prior to any preceding financial year;
- (iii) an acquisition fee of 0.75% of the acquisition price of an investment property for acquisitions from related parties and 1.0% of the acquisition price for all other cases;

1 GENERAL (CONT'D)

(a) Manager's fees (cont'd)

- (iv) a divestment fee of 0.5% of the sale price of an investment property on all future disposals of properties; and
- (v) a development management fee of 3.0% of the total project costs incurred in a development project undertaken by the Manager on behalf of the Trust.

Any portion of the base fee payable in the form of Units is payable quarterly in arrears and any portion of the base fee payable in cash is payable monthly in arrears. The performance fee is paid annually in arrears, regardless of whether it is paid in the form of cash and/or Units. For the financial year ended 31 December 2022, 50% (2021: 50%) of the management base fee payable were in the form of Units. There was no management performance fee payable in the form of Units in 2022 (2021: 50%).

The acquisition, divestment and development management fees are payable in the form of Units and/or cash as the Manager may elect, and such proportion as may be determined by the Manager.

(b) Fees under the property management agreements

On 31 March 2021, the Group and Trust completed the divestment of OUE Bayfront to OUE Allianz Bayfront LLP (formerly known as BPH Propco LLP). Prior to the divestment, OUE Bayfront and OUE Downtown are managed by OUE Commercial Property Management Pte. Ltd. ("the Commercial Property Manager") and Mandarin Gallery is managed by OUE Property Management Pte. Ltd. (the "Retail Property Manager" and collectively with the Commercial Property Manager, the "Property Managers").

Pursuant to the property management agreement between the Trust and the Commercial Property Manager in respect of OUE Bayfront, the following fees are payable:

- A property management fee of (a) 2% per annum of the gross revenue of the relevant property and (b) 2% of the gross revenue less property expenses ("Net Property Income") for the relevant property (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.5% per annum of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period) in respect of lease management services.

Pursuant to the property management agreement between the Trust and the Commercial Property Manager in respect of OUE Downtown Office, the following fees are payable:

- A property management fee of (a) 1% per annum of the gross revenue of the relevant property and (b) 1% of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.25% per annum of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period) in respect of lease management services.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

1 GENERAL (CONT'D)

(b) Fees under the property management agreements (cont'd)

The Commercial Property Manager is also entitled to a project management fee at a scale of between 1.35% to 3.0% of the construction cost or a fee to be mutually agreed in writing between the Manager, the Trustee and the Commercial Property Manager. During the financial year, no project management services were provided by the Commercial Property Manager. Where development management fees are payable to the Manager, there will not be any project management fees payable to the Commercial Property Manager and vice versa.

Pursuant to the property management agreement between OUE Hospitality Sub-Trust and the Retail Property Manager in respect of Mandarin Gallery and the certain commercial areas of Hilton Singapore Orchard (formerly known as Mandarin Orchard Singapore), the following fees are payable:

- A property management fee of (a) 2% per annum of the gross revenue of Mandarin Gallery and certain commercial areas of Hilton Singapore Orchard; and (b) 2% per annum of the Net Property Income of Mandarin Gallery and certain commercial areas of Hilton Singapore Orchard (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.5% per annum of the Net Property Income of Mandarin Gallery (calculated before accounting for the property management fee in that financial period), in respect of lease management services.

The property and lease management fees are payable monthly in arrears.

(c) Trustee's fee

The Trust

Pursuant to the Trust Deed, the Trustee's fee shall not exceed 0.1% per annum of the value of the Deposited Property or such higher percentage as may be fixed by an extraordinary resolution of a meeting of Unitholders. The Trustee's fee is presently charged at a scaled basis of up to 0.02% per annum of the value of the Deposited Property (subject to a minimum of \$30,000 per month). The Trustee's fee is payable out of the Deposited Property on a monthly basis, in arrears. The Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Trust Deed.

The Sub-trust

Pursuant to the Sub-trust Deed, the Sub-trust Trustee's fee shall not exceed 0.1% per annum of the value of Sub-trust's Deposited Property. The Sub-trust Trustee's fee is payable out of Sub-trust's Deposited Property on a monthly basis, in arrears. The Sub-trust Trustee's fee is presently charged on a scaled basis of up to 0.02% per annum of the value of the Sub-trust Deposited Property (subject to a minimum of \$20,000 per month). The Sub-trust Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Sub-trust Deed.

Following the change in Sub-Trust Trustee on 1 March 2022, the Sub-trust Trustee's fee has been consolidated and borne by the Trust.

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with the Statement of Recommended Accounting Practice ("RAP") 7 *Reporting Framework for Unit Trusts* issued by the Institute of Singapore Chartered Accountants, the applicable requirements of the Code on Collective Investment Schemes (the "CIS Code") issued by the Monetary Authority of Singapore (the "MAS") and the provisions of the Trust Deed. RAP 7 requires the accounting policies to generally comply with the recognition and measurement principles of Singapore Financial Reporting Standards ("FRS").

The changes to significant accounting policies are described in Note 2.5.

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis, except as described below.

2.3 Functional and presentation currency

The financial statements are presented in Singapore dollars, which is the functional currency of the Trust. All financial information presented in Singapore dollars has been rounded to the nearest thousand, unless otherwise stated.

2.4 Use of estimates and judgments

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and 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 effected.

Information about assumptions and estimation uncertainties that have the most significant effect on the amounts recognised in the financial statements is described in Note 4 – valuation of investment properties.

Measurement of fair values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established process with respect to the measurement of fair values.

The Manager reviews significant unobservable inputs and valuation adjustments. If third party information is used to measure fair values, then the Manager assesses and documents the evidence obtained from the third parties to support the conclusion that such valuations meet the requirements of FRS, including the level in the fair value hierarchy in which such valuations should be classified.

Significant valuation issues are reported to the Audit and Risk Committee.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

2 BASIS OF PREPARATION (CONT'D)

2.4 Use of estimates and judgments (cont'd)

Measurement of fair values (cont'd)

When measuring the fair value of an asset or a liability, the Group uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1 : quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 : inputs other than quoted prices included in 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).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The Group recognises transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 4 – investment properties
- Note 27 – financial instruments

2.5 Changes in significant accounting policies

New standards and amendments

The Group has applied the following FRSs, amendments to and interpretations of FRS for the first time for the annual period beginning on 1 January 2022:

- *Reference to the Conceptual Framework (Amendments to FRS 103)*
- *Property, Plant and Equipment: Proceeds before Intended Use (Amendments to FRS 16)*
- *Onerous Contracts – Costs of Fulfilling a Contract (Amendments to FRS 37)*
- *Annual Improvements to FRSs 2018 -2020*

The application of these amendments to standards and interpretations does not have a material effect on the financial statements.

3 SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied by the Group entities consistently to all the periods presented in these financial statements, except as explained in Note 2.5, which addresses changes in accounting policies arising from the adoption of new standards.

3.1 Basis of consolidation

(i) Business combinations

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 (see note ii). In determining whether a particular set of activities and assets 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.

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.

The Group measures goodwill at the date of acquisition as:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests ("NCI") in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the acquiree,

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed. Any goodwill that arises is tested annually for impairment.

When the excess is negative, a bargain purchase gain is recognised immediately in the statement of total return.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in the statement of total return.

Any contingent consideration payable is recognised at fair value at the date of acquisition and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is classified as equity, it is not remeasured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in the statement of total return.

NCI 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 NCI's proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the date of acquisition. The measurement basis taken is elected on a transaction-by-transaction basis. All other NCI are measured at acquisition-date fair value, unless another measurement basis is required by FRSs.

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.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.1 Basis of consolidation (cont'd)

(i) Business combinations (cont'd)

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in the statement of total return. Adjustments to NCI arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

(ii) Property acquisitions and business combinations

When a property is acquired through corporate acquisitions or otherwise, the Manager considers whether the acquisition represents an acquisition of business or an acquisition of an asset. An acquisition is accounted for as a business combination when an integrated set of activities is acquired, in addition to the property. In determining whether an integrated set of activities is acquired, the Manager considers whether significant processes, such as strategic management and operational processes, are acquired. Where significant processes are acquired, the acquisition is considered an acquisition of business. Where an acquisition does not represent a business, it is accounted for as an acquisition of a group of assets and liabilities. The cost of acquisition is allocated to the assets and liabilities acquired and no goodwill or deferred tax is recognised.

(iii) 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 those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated 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.

(iv) Investment in joint venture

A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than the rights to its assets and obligations for its liabilities.

Investment in joint venture is accounted for using the equity method. It is initially recognised at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the profit or loss of equity-accounted investee, after adjustments to align the accounting policies with those of the Group, from the date that joint control commences until the date that joint control ceases.

(v) Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income or expenses (except for foreign currency transaction gains or losses) arising from intra-group transactions, are eliminated in preparing the consolidated 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.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.1 Basis of consolidation (cont'd)

(vi) Subsidiaries and joint ventures in the financial statements of the Trust

Investments in subsidiaries and joint ventures are stated in the Trust's statement of financial position at cost less accumulated impairment losses.

3.2 Foreign currencies

(i) Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of the Group entities at the exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

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 that 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 on translation are recognised in the statement of total return, except for differences arising from the translation of a financial liability designated as a hedge of the net investment in a foreign operation to the extent that the hedge is effective, or qualifying cash flow hedges to the extent that the hedge is effective, which are recognised in unitholders' funds.

(ii) Foreign operations

The assets and liabilities of foreign operations are translated to Singapore dollars at exchange rates prevailing at the reporting date. The income and expenses of foreign operations are translated to Singapore dollars at exchange rates at the dates of the transactions.

Foreign currency differences are recognised in the foreign currency translation reserve in unitholders' funds. However, if the 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 statement of total return 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 settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item that is considered to form part of a net investment in a foreign operation, or qualifying cash flow hedges to the extent that the hedge is effective, which are recognised in the unitholders' funds.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.3 Plant and equipment

(i) Recognition and measurement

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.

When parts of an item of plant and equipment have different useful lives, they are accounted for as separate items (major components) of plant and equipment.

The gain or loss on disposal of an item of plant and equipment (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in the statement of total return.

(ii) Depreciation

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of that asset, that component is depreciated separately.

Depreciation is recognised in the statement of total return on a straight-line basis over the estimated useful lives of each component of an item of plant and equipment, unless it is included in the carrying amount of another asset.

Depreciation is recognised from the date that the plant and equipment are installed and are ready for use.

The estimated useful lives for the current and comparative years are as follows:

Furniture and fittings	-	5 years
Office equipment	-	5 years
Operating equipment	-	5 years

Depreciation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

3.4 Investment properties

Investment properties are properties held either to earn rental income or for capital appreciation or both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Investment properties are measured at cost on initial recognition and subsequently at fair value with any change therein recognised in the statement of total return.

The cost of a purchased property comprises its purchase price and any directly attributable expenditure, including transaction costs. Fair value is determined in accordance with the Trust Deed, which requires the investment properties to be valued by independent registered valuers at least once a year, in accordance with the CIS Code issued by the MAS.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in the statement of total return.

The investment properties are subject to continued maintenance and regularly revalued on the basis set out above. For income tax purposes, the Group may claim capital allowances on assets that qualify as plant and machinery under the Income Tax Act.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.5 Intangible asset

The intangible assets represent the income support receivable by the Group and the Trust under the Deed of Income Support in relation to OUE Downtown Office. The intangible assets are measured at cost less accumulated amortisation and accumulated impairment losses.

The intangible assets are amortised in the statement of total return on a straight-line basis over its estimated useful life of 5 years. The intangible assets are tested for impairment as described in Note 3.7.

Amortisation method, useful life and residual value are reviewed at the end of each reporting period and adjusted, if appropriate.

3.6 Financial instruments

(i) Recognition and initial measurement

Non-derivative financial assets and financial liabilities

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to its acquisition or issue. A trade receivable without a significant financing component is initially measured at the transaction price.

(ii) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, a financial asset is classified and measured at amortised cost or FVTPL.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at FVTPL

All financial assets not classified as measured at amortised cost or fair value through other comprehensive income ("FVOCI") are measured at FVTPL. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.6 Financial instruments (cont'd)

(ii) Classification and subsequent measurement (cont'd)

Financial assets: Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- how the performance of the portfolio is evaluated and reported to the Group's management; and
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed.

Non-derivative financial assets: Assessment whether contractual cash flows are solely payments of principal and interest

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable rate features;
- prepayment and extension features; and
- terms that limit the Group's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the sole payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual par amount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

Non-derivative financial assets: Subsequent measurement and gains and losses

Financial assets at amortised cost

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in the statement of total return. Any gain or loss on derecognition is recognised in the statement of total return.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.6 Financial instruments (cont'd)

(ii) Classification and subsequent measurement (cont'd)

Non-derivative financial assets: Subsequent measurement and gains and losses (cont'd)

Financial assets at FVTPL

These assets are subsequently measured at fair value. Net gains and losses are recognised in the statement of total return.

Non-derivative financial liabilities: Classification, subsequent measurement and gains and losses

Financial liabilities are classified and measured at amortised cost.

Other financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in the statement of total return.

(iii) Derecognition

Financial assets

The Group derecognises a financial asset when:

- the contractual rights to the cash flows from the financial asset expire; or
- it transfers the rights to receive the contractual cash flows in a transaction in which either:
 - substantially all of the risks and rewards of ownership of the financial asset are transferred; or
 - the Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Transferred assets are not derecognised when the Group enters into transactions whereby it transfers assets recognised in its statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expire. The Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in the statement of total return.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.6 Financial instruments (cont'd)

(iii) Derecognition (cont'd)

Interest rate benchmark reform

When the basis for determining the contractual cash flows of a financial asset or financial liability measured at amortised cost changes as a result of interest rate benchmark reform, the Group updates the effective interest rate of the financial asset or financial liability to reflect the change that is required by the reform. No immediate gain or loss is recognised. A change in the basis for determining the contractual cash flows is required by the interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and
- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e the basis immediately before the change.

When changes were made to a financial asset or financial liability in addition to changes to the basis for determining the contractual cash flows required by interest rate benchmark reform, the Group first updates the effective interest rate of the financial asset or financial liability to reflect the change that is required by interest rate benchmark reform. After that, the Group applies the policies on accounting for modifications to the additional charges.

(iv) Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(v) Cash and cash equivalents

Cash and cash equivalents comprise cash balances and bank deposits.

(vi) Derivative financial instruments and hedge accounting

The Group holds derivative financial instruments to hedge its 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 certain criteria are met.

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in the statement of total return as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in the statement of total return.

The Group designates certain derivatives and non-derivative financial instruments as hedging instruments in qualifying hedging relationships. At inception of designated hedging relationships, the Group documents the risk management objective and strategy for undertaking the hedge. The Group also documents the economic relationship between the hedged item and the hedging instrument, including whether the changes in cash flows of the hedged item and hedging instrument are expected to offset each other.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.6 Financial instruments (cont'd)

(vi) Derivative financial instruments and hedge accounting (cont'd)

Hedges directly affected by interest rate benchmark reform

Phase 1 amendments: Prior to interest rate benchmark reform – when there is uncertainty arising from interest rate benchmark reform

For the purpose of evaluating whether there is an economic relationship between the hedged item(s) and the hedging instrument(s), the Group assumes that the benchmark interest rate is not altered as a result of interest rate benchmark reform.

For a cash flow hedge of a forecast transaction, the Group assumes that the benchmark interest rate will not be altered as a result of interest rate benchmark reform for the purpose of assessing whether the forecast transaction is highly probable and presents an exposure to variations in cash flows that could ultimately affect profit or loss. In determining whether a previously designated forecast transaction in a discontinued cash flow hedge is still expected to occur, the Group assumes that the interest rate benchmark cash flows designated as a hedge will not be altered as a result of interest rate benchmark reform.

The Group will cease to apply the specific policy for assessing the economic relationship between the hedged item and the hedging instrument (i) to a hedged item or hedging instrument when the uncertainty arising from interest rate benchmark reform is no longer present with respect to the timing and the amount of the interest rate benchmark-based contractual cash flows of the respective item or instrument or (ii) when the hedging relationship is discontinued. For its highly probable assessment of the hedged item, the Group will no longer apply the specific policy when the uncertainty arising from interest rate benchmark reform about the timing and the amount of the interest rate benchmark-based future cash flows of the hedged item is no longer present, or when the hedging relationship is discontinued.

Phase 2 amendments: Replacement of benchmark interest rates – when there is no longer uncertainty arising from interest rate benchmark reform

When the basis for determining the contractual cash flows of the hedged item or the hedging instrument changes as a result of interest rate benchmark reform and therefore there is no longer uncertainty arising about the cash flows of the hedged item or the hedging instrument, the Group amends the hedge documentation of that hedging relationship to reflect the change(s) required by interest rate benchmark reform. A change in the basis for determining the contractual cash flows is required by interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and
- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e. the basis immediately before the change.

For this purpose, the hedge designation is amended only to make one or more of the following changes:

- designating an alternative benchmark rate as the hedged risk;
- updating the description of hedged item, including the description of the designated portion of the cash flows or fair value being hedged; or
- updating the description of the hedging instrument.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.6 Financial instruments (cont'd)

(vi) Derivative financial instruments and hedge accounting (cont'd)

Hedges directly affected by interest rate benchmark reform (cont'd)

Phase 2 amendments: Replacement of benchmark interest rates – when there is no longer uncertainty arising from interest rate benchmark reform (cont'd)

The Group amends the description of the hedging instrument only if the following conditions are met:

- it makes a change required by interest rate benchmark reform by changing the basis for determining the contractual cash flows of the hedging instrument or using another approach that is economically equivalent to changing the basis for determining the contractual cash flows of the original hedging instrument; and
- the original hedging instrument is not derecognised.

The Group amends the formal hedge documentation by the end of the reporting period during which a change required by interest rate benchmark reform is made to the hedged risk, hedged item or hedging instrument. These amendments in the formal hedge documentation do not constitute the discontinuation of the hedging relationship or the designation of a new hedging relationship.

If changes are made in addition to those changes required by interest rate benchmark reform described above, then the Group first considers whether those additional changes result in the discontinuation of the hedge accounting relationship. If the additional changes do not result in discontinuation of the hedge accounting relationship, then the Group amends the formal hedge documentation for changes required by interest rate benchmark reform as mentioned above.

When the interest rate benchmark on which the hedged future cash flows had been based is changed as required by interest rate benchmark reform, for the purpose of determining whether the hedged future cash flows are expected to occur, the Group deems that the hedging reserve recognised in unitholders' funds for that hedging relationship is based on the alternative benchmark rate on which the hedged future cash flows will be based.

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 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 unitholders' funds and accumulated in the hedging reserve. The effective portion of changes in the fair value of the derivative that is recognised in unitholders' funds is limited to the cumulative change in fair value of the hedged item, determined on a present value basis, from inception of the hedge. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in the statement of total return.

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 and the cost of hedging reserve remains in unitholders' funds until it is reclassified to the statement of total return in the same period or periods as the hedged expected future cash flows affect the statement of total return.

If the hedged future cash flows are no longer expected to occur, then the amounts that have been accumulated in the hedging reserve and the cost of hedging reserve are immediately reclassified to the statement of total return.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.7 Impairment

(i) Non-derivative financial assets

The Group recognises loss allowances for expected credit losses ("ECLs") on financial assets measured at amortised costs.

Loss allowances of the Group are measured on either of the following bases:

- 12-month ECLs: these are ECLs that result from default events that are possible within the 12 months after the reporting date (or for a shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument.

Simplified approach

The Group applies the simplified approach to provide for ECLs for all trade receivables. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a financial asset to be in default when the debtor is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

Measurement of ECLs

ECLs are probability-weighted estimates of credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.7 Impairment (cont'd)

(i) Non-derivative financial assets (cont'd)

Credit-impaired financial assets

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 a breach of contract such as a default.

Presentation of allowance for ECLs in the statement of financial position

Loss allowances 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.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment property, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amounts are estimated. An impairment loss is recognised if the carrying amount of an asset or its 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 of disposal. 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 generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU.

Impairment losses are recognised in the statement of total return.

Impairment losses recognised in prior periods are assessed at each reporting date for any indications 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.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.8 Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

(i) As a lessee

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date.

The right-of-use asset that meets the definition of investment property is carried at fair value in accordance with Note 3.4.

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 Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise of fixed payments, including in-substance fixed payments.

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 if the Group changes its assessment of whether it will exercise the termination option or if there is a revised in-substance fixed lease payment.

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. 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

The Group has applied *COVID-19-Related Rent Concessions – Amendment to FRS 116*. 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.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.8 Leases (cont'd)

(ii) As a lessor

At inception 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 their relative stand-alone prices.

When the Group acts as a lessor, it determines at lease inception whether each lease is a finance lease or an operating lease.

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 it 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 recognises lease payments received from investment property under operating leases as income on a straight-line basis over the lease term as part of 'revenue'.

3.9 Unitholders' funds

Unitholders' funds are classified as equity.

Issue costs relate to expenses incurred in connection with the issue of units. The expenses are deducted directly against unitholders' funds.

3.10 Convertible perpetual preferred units

The convertible perpetual preferred units do not have a maturity date and distribution payment is optional at the discretion of the Manager of the Trust. As the Trust does not have a contractual obligation to repay the principal nor make any distributions, the convertible perpetual preferred units are classified as equity.

Any distributions made are directly debited from equity. Incremental costs directly attributable to the issue of the convertible perpetual preferred units are deducted against the proceeds from the issue.

3.11 Revenue recognition

(i) Service fee income

Revenue from servicing and maintaining the investment property is recognised on a time apportioned basis following the timing of satisfaction of performance obligations.

(ii) Car park income

Car park income consists of season and hourly parking income. Season parking income is recognised as it accrues on a time apportioned basis. Hourly parking income is recognised at a point of time upon the utilisation of car parking facilities.

(iii) Dividend income

Dividend income is recognised in the statement of total return on the date that the Trust's right to receive payment is established.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.12 Employee benefits

(i) Short term employee benefits

All short term employee benefits are recognised in the statement of total return in the period in which the employees render their services.

A provision is recognised for the amount expected to be paid under variable bonus 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.

(ii) Defined contribution plans

Contributions to post-employment benefits under defined contribution plans are recognised as an expense in the statement of total return as incurred.

3.13 Levies

A provision for levies is recognised when the condition that triggers the payment of the levy as specified in the relevant legislation is met. If a levy obligation is subject to a minimum activity threshold so that the obligating event is reaching a minimum activity, then a provision is recognised when that minimum activity threshold is reached.

3.14 Government grants

Grants that compensate the Group for expenses incurred are recognised in statement of total return on a systematic basis and deducted against the expenses recognised in the same periods, 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.

3.15 Finance income and finance costs

The Group's finance income and finance costs include:

- interest income;
- interest expense;
- the foreign currency gain or loss on financial assets and financial liabilities;
- amortisation of debt-related transaction costs;
- hedge ineffectiveness recognised in the statement of total return; and
- the reclassification of net gains and losses previously recognised in unitholders' funds on cash flow hedges of interest rate risk for borrowings.

Foreign currency gains and losses are reported on a net basis as either finance income or finance costs depending on whether foreign currency movements are in a net gain or net loss position.

Interest income or expense is recognised using the effective interest method.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.15 Finance income and finance costs (cont'd)

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial asset; or
- the amortised cost of the financial liability.

In calculating interest income and expense, the effective interest rate is applied to the gross carrying amount of the asset (when the asset is not credit-impaired) or to the amortised cost of the liability. However, for financial assets that have become credit-impaired subsequent to initial recognition, interest income is calculated by applying the effective interest rate to the amortised cost of the financial asset. If the asset is no longer credit-impaired, then the calculation of interest income reverts to the gross basis.

Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognised in the statement of total return using the effective interest method.

3.16 Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the statement of total return except to the extent that it relates to items recognised directly in unitholders' funds.

The Group has determined that interest and penalties related to income taxes, including uncertain tax treatments, do not meet the definition of income taxes, and therefore accounted for them under *FRS 37 Provisions, Contingent Liabilities and Contingent Assets*.

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.

Current tax assets and liabilities are offset only if certain criteria are met.

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; and
- temporary differences relating to investments in subsidiaries to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.16 Tax (cont'd)

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities. For investment properties that are measured at fair value, the carrying amount of the investment property is presumed to be recovered through sale, and the Group has not rebutted this presumption. 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, and reflects uncertainty related to income taxes, if any.

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 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.

Deferred tax assets are recognised for unused tax losses, unused tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be used. 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; such reductions are reversed when the probability of future taxable profits improves.

The Inland Revenue Authority of Singapore ("IRAS") has issued the Tax Transparency Ruling and Foreign-Sourced Income Tax Exemption Ruling.

Tax Transparency Ruling

Pursuant to the Tax Transparency Ruling issued by the IRAS, tax transparency treatment has been granted to the Trust in respect of certain taxable income ("Specified Taxable Income"). Subject to meeting the terms and conditions of the Tax Transparency Ruling, which includes a distribution of at least 90% of the Specified Taxable Income of the Trust, the Trust is not subject to tax on the Specified Taxable Income distributed to the Unitholders in the same year in which the Specified Taxable Income was derived. Instead, the Trustee and the Manager would undertake to deduct income tax at the prevailing corporate tax rate (currently at 17%) from distributions made to Unitholders out of such Specified Taxable Income, except:

- (i) Where the beneficial owners are Qualifying Unitholders, the Trustee and the Manager will make the distributions to such Unitholders without deducting any income tax; or
- (ii) Where the beneficial owners are Qualifying Foreign Non-Individual Unitholders, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions made up to 31 December 2025, unless the concession is extended.
- (iii) Where the beneficial owners are Qualifying Non-Resident Fund, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions for the period from 1 July 2019 to 31 December 2025, unless the concession is extended.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.16 Tax (cont'd)

Tax Transparency Ruling (cont'd)

A "Qualifying Unitholder" is a Unitholder who is:

- an individual;
- a company incorporated and tax resident in Singapore;
- a Singapore branch of a company incorporated outside Singapore;
- a body of persons (excluding partnerships) incorporated or registered in Singapore, including:
 - (i) a charity registered under the Charities Act 1994 or established by any written law;
 - (ii) a town council;
 - (iii) a statutory board;
 - (iv) a co-operative society registered under the Co-operative Societies Act 1979; or
 - (v) a trade union registered under the Trade Unions Act 1940;
- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act 1948; or
- a real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment.

A Qualifying Foreign Non-Individual Unitholder is a person other than an individual who is not resident in Singapore for Singapore income tax purposes and who:

- does not have a permanent establishment in Singapore; or
- carries on an operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire units of the Trust are not obtained from that operation.

A Qualifying Non-resident Fund is a non-resident fund that qualifies for tax exemption under Section 13D, 13U or 13V of the Income Tax Act 1947 and who:

- does not have a permanent establishment in Singapore (other than a fund manager in Singapore); or
- carries on an operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by that qualifying fund to acquire units of the Trust are not obtained from that operation.

The Tax Transparency Ruling does not apply to gains or profits from the disposal of any properties such as immovable properties and shares that are determined by the IRAS to be revenue gains chargeable to tax and income derived by the Trust but not distributed to the Unitholders in the same year in which the income is derived. Tax on such gains or profits will be subject to tax in accordance with Section 10(1)(a) of the Income Tax Act 1947.

Distribution made out of the after-tax amount will not be subject to any further tax. Where the disposal gains are regarded as capital in nature, they will not be subject to tax and the Trustee and the Manager may distribute the capital gains without tax being deducted at source.

Any distributions made by the Trust to the Unitholders out of tax-exempt income and taxed income would be exempt from Singapore income tax in the hands of all Unitholders, regardless of their corporate or residence status.

3 SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

3.17 Earnings per Unit

The Group presents basic and diluted earnings per Unit. Basic earnings per Unit is calculated by dividing the total return attributable to the Unitholders by the weighted average number of Units outstanding during the year. Diluted earnings per Unit is determined by adjusting the total return attributable to Unitholders and the weighted average number of Units outstanding for the effects of all dilutive potential Units, which comprise the convertible perpetual preferred units issued by the Trust.

3.18 Segment reporting

An operating segment is a component of the Group that engages in business activities from which they may earn revenue and incur expenses, including revenue and expenses that relate to transactions with any of the other components of the Group. All operating segments' operating results are reviewed regularly by the Board of Directors of the Manager to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results that are reported to the Board of Directors of the Manager include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly finance income and trust expenses.

3.19 New standards not yet adopted

A number of new standards and amendments to standards are not yet effective and have not been applied in preparing these financial statements. An explanation of the impact, if any, on adoption of these new requirements is provided in Note 33.

4 INVESTMENT PROPERTIES

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
At 1 January	5,409,748	5,370,383	902,000	900,000
Capital expenditure capitalised	40,436	68,875	1,292	4,377
Lease incentives	5,635	(2,029)	-	(15)
Fair value changes recognised in the statement of total return (unrealised)	139,727	(56,284)	26,708	(2,362)
Translation differences	(56,382)	28,803	-	-
At 31 December	5,539,164	5,409,748	930,000	902,000

As at 31 December 2022, investment properties with a carrying amount of \$930,000,000 (2021: \$3,060,438,000) are pledged as security to secure bank loans (see Note 12).

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

4 INVESTMENT PROPERTIES (CONT'D)

Measurement of fair value

(i) Fair value hierarchy

The investment properties are stated at fair value at the reporting date.

Properties	Valuer
31 December 2022	
OUE Downtown Office	Cushman & Wakefield VHS Pte Ltd
One Raffles Place	Cushman & Wakefield VHS Pte Ltd
Crowne Plaza Changi Airport	Savills Valuation and Professional Services (S) Pte Ltd
Hilton Singapore Orchard*	Savills Valuation and Professional Services (S) Pte Ltd
Mandarin Gallery	Savills Valuation and Professional Services (S) Pte Ltd
Lippo Plaza	CBRE (Shanghai) Management Limited
31 December 2021	
OUE Downtown Office	Cushman & Wakefield VHS Pte Ltd
One Raffles Place	Cushman & Wakefield VHS Pte Ltd
Crowne Plaza Changi Airport	Savills Valuation and Professional Services (S) Pte Ltd
Hilton Singapore Orchard*	Savills Valuation and Professional Services (S) Pte Ltd
Mandarin Gallery	Savills Valuation and Professional Services (S) Pte Ltd
Lippo Plaza	Savills Real Estate Valuation (Guangzhou) Ltd- Shanghai Branch

* Formerly known as Mandarin Orchard Singapore

The fair values were derived based on the discounted cash flow, capitalisation and direct comparison methods. The valuation methods involve certain estimates including those relating to discount rate, terminal yield rate, capitalisation rate, price per square foot and price per room. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

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. The capitalisation method capitalises an income stream into a present value using single-year capitalisation rate. The direct comparison method involves the analysis of comparable sales of similar properties, with adjustments made to differentiate the comparables in terms of location, area, quality and other relevant factors.

In relying on the valuation reports, the Manager has exercised its judgment and is satisfied that the valuation methods and estimates used are reflective of the current market conditions. The valuation reports obtained from certain valuers had included market uncertainty clause for China's market given the global inflationary pressures and rising interest rates, geopolitical events and ongoing COVID-19 pandemic, and recommended the valuation be closely monitored.

4 INVESTMENT PROPERTIES (CONT'D)

Measurement of fair value (cont'd)

(i) Fair value hierarchy (cont'd)

The fair value measurement of all of the Group's investment properties has been categorised as a Level 3 fair value based on the inputs to the valuation technique used (see Note 2.4).

	2022 \$'000	2021 \$'000
Fair value of investment properties (based on valuation report)	5,512,884	5,383,338
Add: Carrying amount of lease liability	25,280	25,410
Add: Prepayment of lease	1,000	1,000
Carrying amount of investment properties	5,539,164	5,409,748

(ii) Valuation techniques and significant unobservable inputs

The following table shows the Group's valuation techniques used in measuring the fair value of investment properties, as well as the significant unobservable inputs used.

Valuation techniques	Significant unobservable inputs	Commercial (Singapore)	Commercial (China)	Hospitality (Singapore)	Inter-relationship between key unobservable inputs and fair value measurement
<i>Discounted cash flow method</i>	Discount rate				The estimated fair value would increase/(decrease) if: ● discount rate was lower (higher); ● terminal yield rate was lower (higher).
	2022	6.8% – 7.0%	7.0%	6.8%	
	2021	6.8% – 7.0%	6.5%	6.8%	
	Terminal yield rate				
	2022	3.5% – 5.8%	4.3%	5.0% – 5.8%	
	2021	3.5% – 5.8%	3.5%	5.0% – 5.8%	
<i>Capitalisation method</i>	Capitalisation rate				The estimated fair value would increase/(decrease) if the capitalisation rate was lower (higher).
	2022	3.4% – 5.4%	4.0%	4.8% – 5.3%	
	2021	3.4% – 5.3%	-	-	
<i>Direct comparison method</i>	Price per square foot (psf)				The estimated fair value would increase/(decrease) if the price psf or per room was higher (lower).
	2022	\$1,755 – \$3,594	-	-	
	2021	\$1,704 – \$3,594	\$1,360	-	
	Price per room				
	2022	-	-	\$0.8 million – \$1.2 million	
	2021	-	-	\$0.9 million – \$1.0 million	

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

5 INTANGIBLE ASSETS

	Group and Trust \$'000
Cost	
At 1 January 2021, 31 December 2021 and 31 December 2022	58,000
Amortisation and impairment loss	
At 1 January 2021	43,833
Amortisation for the year	5,000
At 31 December 2021	48,833
Amortisation for the year	3,750
Write-off for the year	5,417
At 31 December 2022	58,000
Carrying amount	
At 1 January 2021	14,167
At 31 December 2021	9,167
At 31 December 2022	-

Intangible assets represent the unamortised income support receivable by the Group and the Trust under the Deed of Income Support entered into with Alkas Realty Pte. Ltd. ("Alkas"), related party of the Trust, in relation to OUE Downtown Office.

Pursuant to the terms of the Deed of Income Support on OUE Downtown Office, Alkas will provide income support on OUE Downtown Office of up to \$60 million for a period of 5 years from 1 November 2018 or the date when the total income support payments to the Trust exceeds \$60 million, whichever is earlier.

Under the Deed of Income Support on OUE Downtown Office, the Group and the Trust drew down \$8,766,000 (2021: \$14,995,000) during the financial year (Note 20).

As at 31 December 2022, the Group and the Trust has drawn down \$60,000,000 (2021: \$51,234,000) under the Deed of Income Support on OUE Downtown Office. As such, the remaining unamortised intangible assets of \$5,417,000 was written off during the financial year.

6 INVESTMENTS IN SUBSIDIARIES

	2022 \$'000	Trust 2021 \$'000
Equity investments at cost	2,701,608	2,701,608
Less: Allowance for impairment loss	(147,645)	(242,518)
	2,553,963	2,459,090

6 INVESTMENTS IN SUBSIDIARIES (CONT'D)

The movement in the allowance for impairment loss on investment in subsidiaries are as follows:

	Trust	
	2022 \$'000	2021 \$'000
At 1 January	242,518	133,512
(Reversal of) impairment loss recognised	(94,873)	109,006
At 31 December	147,645	242,518

During the year, the Trust has assessed the carrying amount of the investments in subsidiaries for indications of impairment. The recoverable amounts of the subsidiary were assessed based on fair value less costs to sell estimated using the revalued net assets of the subsidiary, taking into consideration the fair value of the underlying properties held by the subsidiary. In 2021, the carrying amount of the investment cost of the subsidiary exceeded its recoverable amount. Accordingly, impairment loss of \$109,006,000 was recognised in statement of total return. In 2022, \$94,873,000 of the impairment loss was reversed. The fair value measurement was categorised as level 3 on the fair value hierarchy.

Details of the subsidiaries are as follows:

Name of subsidiaries	Principal place of business/ Country of incorporation	Principal activities	Ownership interest	
			2022 %	2021 %
Direct subsidiaries				
OUE Eastern Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUE CT Treasury Pte. Ltd. ⁽¹⁾	Singapore	Provision of financial services	100	100
Beacon Property Holdings Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUE H-Trust ⁽¹⁾ ⁽³⁾	Singapore	Property owner and investment holding	100	100
Indirect subsidiaries				
Tecwell Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
Lippo Realty (Shanghai) Limited ⁽²⁾	China	Property owner	100	100
Cresthill Property Holdings Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUB Centre Limited ⁽¹⁾	Singapore	Property owner and investment holding	83.33	83.33

(1) Audited by KPMG LLP, Singapore.

(2) Audited by KPMG China (a member firm of KPMG International).

(3) OUE H-Trust is a stapled group consisting of OUE Hospitality Sub-Trust and OUE Hospitality Business Trust.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

6 INVESTMENTS IN SUBSIDIARIES (CONT'D)

Non-controlling interests

The non-controlling interests ("NCI") relate to the following subsidiary:

Name	Principal place of business/ Country of incorporation	Ownership interest held by NCI	
		2022 %	2021 %
OUB Centre Limited	Singapore	16.67	16.67

The following summarised financial information of the above subsidiary is prepared in accordance with FRS, modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

	OUB Centre Limited	
	2022 \$'000	2021 \$'000
Revenue	75,591	75,322
Profit and total comprehensive income	72,656	102,185
Profit and total comprehensive income attributable to NCI	12,109	17,031
Non-current assets	1,909,696	1,867,825
Current assets	12,401	10,697
Non-current liabilities	(34,435)	(358,184)
Current liabilities	(357,751)	(31,078)
Net assets	1,529,911	1,489,260
Net assets attributable to NCI	254,985	248,210
Cash flows from operating activities	47,207	45,403
Cash flows used in investing activities	(2,664)	(1,357)
Cash flows used in financing activities	(44,505)	(44,106)
Net increase/(decrease) in cash and cash equivalents	38	(60)

7 INVESTMENT IN JOINT VENTURE

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Investment in joint venture	347,332	322,056	316,878	316,878

Details of the joint venture are as follows:

Name of joint venture	Place of constitution/ business	Principal activities	Effective equity interest held by the Trust	
			2022 %	2021 %
OUE Allianz Bayfront LLP (formerly known as BPH PropCo LLP) ⁽¹⁾	Singapore	Property owner and investment holding	50	50

⁽¹⁾ Audited by KPMG LLP, Singapore.

7 INVESTMENT IN JOINT VENTURE (CONT'D)

Joint venture

The Group and Trust completed the divestment of 50.0% interest in OUE Bayfront, OUE Tower and OUE Link (the "Property") on 31 March 2021. The Property is now wholly-owned by a limited liability partnership known as OUE Allianz Bayfront LLP, with the Trustee, in its capacity as trustee of the Group, holding 50.0% of OUE Allianz Bayfront LLP and the ACRE Angsana Pte. Ltd. (the "PIMCO Investor"), a special purpose vehicle managed by PIMCO Prime Real Estate Asia Pacific Pte. Ltd. (formerly known as Allianz Real Estate Asia Pacific Pte. Ltd.), holding the remaining 50.0% of OUE Allianz Bayfront LLP.

Subsequent to the divestment, the Property continued to be managed by the Commercial Property Manager and there is no change to the fee structure stated in Note 1(b).

OUE Allianz Bayfront LLP is structured as a separate vehicle and the Group has a residual interest in its net assets. Accordingly, the Group has classified its interest in OUE Allianz Bayfront LLP as a joint venture, which is equity-accounted.

The following table summarises the financial information of OUE Allianz Bayfront LLP, based on its financial statements prepared in accordance with FRS, modified for fair value adjustments on acquisition.

	2022 \$'000	2021 \$'000
Revenue	59,856	44,861
Profit from continuing operations ^a	74,216	7,461
Group's share of total return (50%)	37,108	3,731
Non-current assets	1,328,024	1,270,000
Current assets ^b	3,244	5,315
Non-current liabilities ^c	(627,370)	(617,743)
Current liabilities ^d	(9,234)	(13,461)
Net assets (100%)	694,664	644,111
Group's 50% interest in net assets of investee at beginning of the year/at acquisition	322,056	316,878
Share of total return for the year ^e	37,108	13,236
Share of movement in Unitholders' fund	3,821	-
Dividends received during the year	(15,653)	(8,058)
Carrying amount of interest in investee at end of the year	347,332	322,056
Group's share of joint venture's capital commitments	194	-

^a Includes interest expense of \$18,127,000 (2021: \$7,447,000).

^b Includes cash and cash equivalents of \$1,880,000 (2021: \$3,824,000.)

^c Includes non-current financial liabilities (excluding trade and other payables) of \$12,853,000 (2021: \$10,509,000).

^d Includes current financial liabilities (excluding trade and other payables and provisions) of \$3,026,000 (2021: \$5,007,000).

^e In 2021, includes effect of stamp duty borne by PIMCO Investor of \$19,010,000, which has been capitalised under cost of investment properties.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

7 INVESTMENT IN JOINT VENTURE (CONT'D)

Joint venture (cont'd)

In accordance with the Deed of Guarantee and Undertaking, the Trustee, in its capacity as trustee of the Group guarantees to PIMCO Investor the Net Property Income on OUE Bayfront of up to \$6.0 million. The Group and the Trust has recognised \$6.0 million provision for income guarantee. In 2022, \$1,540,000 (2021: \$528,000) has been utilised.

8 FINANCIAL DERIVATIVES

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Derivative assets				
Interest rate swaps used for hedging				
- Current	5,680	-	2,099	-
- Non-current	21,590	960	6,657	960
	27,270	960	8,756	960
Interest rate caps used for hedging				
- Current	710	-	-	-
	27,980	960	8,756	960
Classified as				
Current	6,390	-	2,099	-
Non-current	21,590	960	6,657	960
	27,980	960	8,756	960
Derivative liabilities				
Interest rate swaps used for hedging				
- Current	-	(1,545)	-	(869)
- Non-current	-	(7,077)	-	(3,432)
	-	(8,622)	-	(4,301)
Financial derivatives as a percentage of net assets	0.8%	(0.2%)	0.3%	(0.1%)

The Group uses interest rate swaps and interest rate caps to manage its exposure to interest rate movements on its floating rate interest-bearing bank loans. Interest rate swaps are used to swap the interest expense of bank loans from floating rates to fixed rates while interest rate caps are used to cap the floating interest rate at a pre-determined rate.

Master netting or similar agreements

The Group enters into derivative transactions under International Swaps and Derivatives Association ("ISDA") master netting agreements. In general, under such agreements the amounts owed by each counterparty on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount that is payable by one party to the other. In certain circumstances - e.g. when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is payable in settlement of all transactions.

8 FINANCIAL DERIVATIVES (CONT'D)

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that 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.

The following table sets out the carrying amounts of recognised financial instruments that are subject to the above agreements.

	Gross amounts of recognised financial instruments \$'000	Gross amounts of recognised financial instruments offset in the statement of financial position \$'000	Net amounts of financial instruments included in the statement of financial position \$'000	Related financial instruments that are not offset \$'000	Net amount \$'000
Group					
31 December 2022					
Derivatives assets					
Interest rate swaps used for hedging	27,270	-	27,270	-	27,270
Interest rate caps used for hedging	710	-	710	-	710
	27,980	-	27,980	-	27,980
31 December 2021					
Derivatives assets					
Interest rate swaps used for hedging	960	-	960	(960)	-
Derivatives liabilities					
Interest rate swaps used for hedging	(8,622)	-	(8,622)	960	(7,662)
Trust					
31 December 2022					
Derivatives assets					
Interest rate swaps used for hedging	8,756	-	8,756	-	8,756
31 December 2021					
Derivatives assets					
Interest rate swaps used for hedging	960	-	960	(960)	-
Derivatives liabilities					
Interest rate swaps used for hedging	(4,301)	-	(4,301)	960	(3,341)

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

9 TRADE AND OTHER RECEIVABLES

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Current				
Trade receivables from:				
- other related parties	6,495	5,634	-	9
- third parties	2,964	4,533	255	1,149
	9,459	10,167	255	1,158
Less: Allowance for doubtful receivables	(611)	(506)	-	(4)
	8,848	9,661	255	1,154
Interest receivables	988	-	988	-
Other receivables from:				
- subsidiaries	-	-	826	621
- other related parties	-	8,127	-	8,127
- joint venture	350	331	350	331
- third parties	8,009	7,198	535	110
	9,347	15,656	2,699	9,189
Deposits	265	27	3	3
	18,460	25,344	2,957	10,346
Prepayments	2,132	1,684	126	167
	20,592	27,028	3,083	10,513
Non-current				
Deposits	3,826	3,826	-	-
Prepayments	508	41	-	-
	4,334	3,867	-	-

Trade receivables from related parties mainly relate to receivables from the master lessees of Hilton Singapore Orchard and Crowne Plaza Changi Airport. The receivables are considered to be held with a held-to-collect business model.

Included in other receivables from related parties of the Group and the Trust are income support receivable on OUE Downtown Office of \$nil (2021: \$8,127,000) (see Note 5).

Outstanding balance with subsidiaries and related parties are unsecured, interest-free and repayable on demand. There is no allowance for doubtful debt arising from these outstanding balances as the ECL is not material.

9 TRADE AND OTHER RECEIVABLES (CONT'D)

Credit and market risks, and impairment losses

The Group and the Trust's exposure to credit and currency risks, and impairment losses for trade and other receivables, are disclosed in Note 27.

The ageing of trade receivables that were not impaired at the reporting date is:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Not past due	6,805	7,499	118	953
Past due 0 – 30 days	848	1,022	117	11
Past due 31 – 90 days	257	240	11	2
Past due over 90 days	938	900	9	188
	8,848	9,661	255	1,154

The movement in the allowance for doubtful receivables on trade receivables is as follows:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
At 1 January	506	1,792	4	172
Allowance made	332	362	–	33
Amount written off	–	(169)	–	(176)
Write-back of allowance	(225)	(1,480)	(4)	(25)
Translation differences	(2)	1	–	–
At 31 December	611	506	–	4

Trade receivables that are individually determined to be impaired at the balance sheet date relate to debtors that are in significant difficulties and have defaulted on payments. Due to the COVID-19 impact, the Group and the Trust has provided a specific allowance for doubtful receivables of \$332,000 and \$nil (2021: \$362,000 and \$33,000), respectively in relation to the receivables that represents the amount in excess of the security deposits held as collateral. The Group believes that the unimpaired amounts that are past due are still collectible based on historic payment behaviour and the deposits held.

During the year, the Group had granted rent deferments to office and retail tenants in China with liquidity constraints as a direct result of the COVID-19 pandemic. All credit terms extensions were granted after careful consideration of the impact of the COVID-19 pandemic on the creditworthiness of the tenant and each tenant that was granted an extension is closely monitored for credit deterioration.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

10 LOANS TO A SUBSIDIARY

In May 2022, the Trust has on-lent the proceeds of \$150.0 million (31 December 2021: \$nil) from the issuance of the notes to OUE Hospitality Sub-Trust (see note 12(d)). The loan is unsecured and repayable on demand with a fixed rate of 4.20%. In August 2022, \$130.0 million of the loan was repaid. The loan is not expected to be repaid in the next twelve months from the reporting date.

In December 2022, the Trust has lent a loan of \$35.0 million (31 December 2021: \$nil) to OUE Hospitality Sub-Trust. The loan is unsecured with a fixed margin + SORA per annum and matures in 2026.

11 CASH AND CASH EQUIVALENTS

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Cash at bank	22,255	25,261	3,749	3,986
Short-term deposits with financial institutions	27,227	34,288	-	-
	49,482	59,549	3,749	3,986

12 BORROWINGS

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Bank loans				
- Secured	400,000	1,421,390	400,000	460,000
- Unsecured	1,266,000	333,000	-	8,000
Unsecured notes	400,000	250,000	-	-
Loan from a subsidiary	-	-	400,000	250,000
Less: Unamortised transaction costs	(16,541)	(18,995)	(7,532)	(7,457)
	2,049,459	1,985,395	792,468	710,543
Classified as:				
Current	327,618	172,199	-	8,000
Non-current	1,721,841	1,813,196	792,468	702,543
	2,049,459	1,985,395	792,468	710,543

12 BORROWINGS (CONT'D)

Terms and debt repayment schedule

Terms and conditions of outstanding borrowings are as follows:

	Nominal interest rate %	Year of maturity	Group		Trust	
			Face value \$'000	Carrying amount \$'000	Face value \$'000	Carrying amount \$'000
2022						
Bank loans						
- SGD	3.64 - 4.88	2023 - 2026	1,666,000	1,653,915	400,000	396,924
Unsecured notes	3.95 - 4.20	2025 - 2027	400,000	395,544	-	-
Loan from a subsidiary	3.95 - 4.20	2025 - 2027	-	-	400,000	395,544
			2,066,000	2,049,459	800,000	792,468
2021						
Bank loans						
- SGD	1.50 - 2.04	2022 - 2026	1,732,000	1,716,381	468,000	463,916
- Chinese Renminbi	4.75	2024	22,390	22,387	-	-
Unsecured notes	3.95 - 4.00	2025 - 2026	250,000	246,627	-	-
Loan from a subsidiary	3.95 - 4.00	2025 - 2026	-	-	250,000	246,627
			2,004,390	1,985,395	718,000	710,543

(a) Secured bank loans

The Group has secured term loan and revolving credit facility of 4 to 5 years (2021: term loans and revolving credit facilities of 2 to 8 years) which are secured on the following:

- investment property OUE Downtown (2021: OUE Downtown, Hilton Singapore Orchard and Mandarin Gallery), with a total carrying amount of \$930,000,000 (2021: \$3,060,438,000) (Note 4);
- assignment of insurance policies on OUE Downtown (2021: OUE Downtown, Hilton Singapore Orchard and Mandarin Gallery), except public liability insurance;
- assignment of all rights, titles, benefits and interests in connection with the sale and tenancy agreements, tenancy deposits/proceeds, sales deposits/proceeds, property management agreements and the receivables of OUE Downtown (2021: OUE Downtown, Hilton Singapore Orchard and Mandarin Gallery);
- assignment of all rights, titles, benefits and interests in connection with any master lease, entered into by OUE Hospitality Sub-Trust and lease or tenancy deposits/proceeds in connection with such master lease in respect of Hilton Singapore Orchard in 2021;
- a debenture incorporating a fixed charge over book debt, charged accounts, goodwill, intellectual property and plant and machinery and floating charge over generally all of the present and future assets of the Trust in connection with OUE Downtown (2021: OUE Downtown, Hilton Singapore Orchard and Mandarin Gallery); and
- the account control or charge over certain bank accounts of the Trust (2021: Trust and certain subsidiary).

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

12 BORROWINGS (CONT'D)

Terms and debt repayment schedule (cont'd)

(b) Unsecured bank loans

The Group has in place the following unsecured bank loans:

- a total of \$1,308.0 million* (2021: \$370.0 million) committed bank loans and revolving credit facilities with banks. At the reporting date, \$1,266.0 million (2021: \$325.0 million) was drawn down; and
- \$15.0 million (31 December 2021: \$35.0 million) uncommitted revolving credit facility with a bank. At the reporting date, \$nil (31 December 2021: \$8.0 million) was drawn down. The uncommitted revolving credit facility is repayable on demand.

* In August 2022, the Group, through OUE Hospitality Sub-Trust, completed the refinancing of a \$978.0 million unsecured sustainability-linked loan. The unsecured facility is to refinance an existing secured term loan facility of \$978.0 million and it incorporates interest rate reductions (0.02% per annum every interest period) linked to predetermined sustainability performance targets which will allow the Group to enjoy savings in interest costs when targets are achieved. In December 2022, \$40.0 million of the loan was repaid.

(c) Unsecured notes

In March 2020, the Trust, through its wholly-owned subsidiary, OUE CT Treasury Pte. Ltd., established a \$2.0 billion Multicurrency Debt Issuance Programme (the "2020 Programme"). Under the 2020 Programme, OUE CT Treasury Pte. Ltd. may from time to time issue notes and/or perpetual securities in series or tranches.

During the year, OUE CT Treasury Pte. Ltd. issued notes amounting to \$150.0 million (2021: \$150.0 million) under the 2020 Programme. The note incorporates interest rate reductions (0.25% per annum) linked to predetermined investment grade targets which will allow the Group to enjoy savings in interest costs when targets are achieved.

The unsecured notes outstanding as at 31 December 2022 under the 2020 Programme is \$400.0 million (2021: \$250.0 million). The unsecured notes have a fixed rates ranging from 3.95% to 4.20% (2021: 3.95% to 4.00%) per annum payable semi-annually in arrears and mature between 2025 and 2027 (2021: 2025 and 2026).

The unsecured notes and the coupons relating thereto of all series will constitute direct, unconditional, unsubordinated and unsecured obligations of OUE CT Treasury Pte. Ltd. and shall at all times rank pari passu, without any preference or priority among themselves, and pari passu with all other present and future unsecured obligations (other than the subordinated obligations and priorities created by law) of OUE CT Treasury Pte. Ltd. All sums payable in respect of the unsecured notes will be unconditionally and irrevocably guaranteed by the Trustee, in its capacity as trustee of the Group.

(d) Loan from a subsidiary

OUE CT Treasury Pte. Ltd. has on-lent the proceeds from the issuance of the notes to the Trust. The Trust has then on-lent \$20.0 million (2021: \$nil) of the proceeds to a subsidiary, OUE Hospitality Sub-Trust.

12 BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities

	Liabilities			Derivative liabilities/(assets) held to hedge long-term borrowings		Total \$'000
	Borrowings \$'000	Accrued interest payable \$'000	Lease liability \$'000	Interest rate swap used for hedging – assets \$'000	Interest rate swap used for hedging – liabilities \$'000	
Balance at 1 January 2022	1,985,395	4,994	25,410	(960)	8,622	2,023,461
Changes from financing cash flows						
Proceeds from bank loans	1,233,000	-	-	-	-	1,233,000
Proceeds from issuance of Notes	150,000	-	-	-	-	150,000
Repayment of bank loans	(1,320,985)	-	-	-	-	(1,320,985)
Payment of transaction costs related to borrowings	(13,024)	-	-	-	-	(13,024)
Payment of lease liability – principal	-	-	(125)	-	-	(125)
Payment of lease liability – interest	-	-	(875)	-	-	(875)
Interest paid	-	(65,289)	-	-	-	(65,289)
Total changes from financing cash flows	48,991	(65,289)	(1,000)	-	-	(17,298)
The effect of changes in foreign exchange rates	(405)	(15)	-	-	-	(420)
Change in fair value	-	-	-	(27,020)	(8,622)	(35,642)
Other changes						
Liability-related						
Amortisation of debt-related transaction costs	14,740	-	-	-	-	14,740
Interest expense	-	66,208	870	-	-	67,078
Accrued transaction costs related to borrowings	738	-	-	-	-	738
Total liability-related other changes	15,478	66,208	870	-	-	82,556
Balance at 31 December 2022	2,049,459	5,898	25,280	(27,980)	-	2,052,657

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

12 BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities (cont'd)

	Liabilities			Derivative liabilities/ (assets) held to hedge long-term borrowings		Total \$'000
	Borrowings \$'000	Accrued interest payable \$'000	Lease liability \$'000	Interest rate swap used for hedging – assets \$'000	Interest rate swap used for hedging – liabilities \$'000	
Balance at 1 January 2021	2,696,383	8,398	25,535	-	40,980	2,771,296
Changes from financing cash flows						
Proceeds from bank loans	764,973	-	-	-	-	764,973
Proceeds from issuance of Notes	150,000	-	-	-	-	150,000
Repayment of bank loans	(1,630,035)	-	-	-	-	(1,630,035)
Payment of transaction costs related to borrowings	(9,636)	-	-	-	-	(9,636)
Payment of lease liability – principal	-	-	(125)	-	-	(125)
Payment of lease liability – interest	-	-	(875)	-	-	(875)
Interest paid	-	(66,487)	-	-	-	(66,487)
Total changes from financing cash flows	(724,698)	(66,487)	(1,000)	-	-	(792,185)
The effect of changes in foreign exchange rates	1,143	2	-	-	-	1,145
Change in fair value	-	-	-	(960)	(32,358)	(33,318)
Other changes						
Liability-related						
Amortisation of debt-related transaction costs	10,339	-	-	-	-	10,339
Interest expense	-	63,081	875	-	-	63,956
Accrued transaction costs related to borrowings	2,228	-	-	-	-	2,228
Total liability-related other changes	12,567	63,081	875	-	-	76,523
Balance at 31 December 2021	1,985,395	4,994	25,410	(960)	8,622	2,023,461

13 TRADE AND OTHER PAYABLES

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Current				
Trade payables	2,316	4,111	939	1,842
Other payables due to:				
- the Manager	2,014	3,053	2,014	3,053
- subsidiaries	-	-	1,791	763
- related parties	3,022	7,260	-	91
- joint venture	497	470	497	470
- third parties*	12,845	8,204	587	656
Advance rental received	1,246	3,206	481	519
Accrued expenses	29,346	35,420	13,548	14,116
Provisions^	3,933	1,268	3,933	1,268
Interest payable to:				
- a subsidiary	-	-	3,391	575
- third parties	5,898	4,994	-	1,789
Rental deposits				
- third parties	13,492	17,543	1,424	4,153
Other deposits				
- related parties	4	4	4	4
- third parties	1,658	1,599	311	307
	76,271	87,132	28,920	29,606
Non-current				
Rental deposits				
- related parties	316	316	316	316
- third parties	36,563	31,340	8,152	5,704
Provisions^	2,999	7,204	2,999	7,204
	39,878	38,860	11,467	13,224

* As at 31 December 2021, included grant payables of \$523,000 and \$nil at the Group and the Trust respectively.

^ As at 31 December 2022, included provision for income guarantee of \$3.9 million (2021: \$5.5 million) at the Group and the Trust.

Government grant payable mainly relates to Singapore government cash grant and property tax rebates as announced in the Fortitude Budget and in the Resilience Budget, respectively. The grant amounts are to be transferred to tenants as related rental rebates and are repayable to Inland Revenue Authority of Singapore in the event that the grant conditions are not satisfied at the end of the qualifying period.

Other payables due to subsidiaries, related parties and joint venture are unsecured, interest-free and repayable on demand.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

14 DEFERRED TAX LIABILITIES

Deferred tax liabilities are attributable to the following:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Investment properties	62,243	70,493	-	-
Plant and equipment	12,075	12,265	-	-
Other items	1,791	1,235	-	-
	76,109	83,993	-	-

Movements in deferred tax liabilities of the Group during the year are as follows:

	Investment properties \$'000	Plant and equipment \$'000	Others \$'000	Total \$'000
2022				
At 1 January 2022	70,493	12,265	1,235	83,993
Recognised in statement of total return (Note 24)	(3,027)	1,080	725	(1,222)
Exchange differences	(5,223)	(1,270)	(169)	(6,662)
At 31 December 2022	62,243	12,075	1,791	76,109
2021				
At 1 January 2021	67,324	10,629	1,286	79,239
Recognised in statement of total return (Note 24)	446	1,050	(121)	1,375
Exchange differences	2,723	586	70	3,379
At 31 December 2021	70,493	12,265	1,235	83,993

15 CONVERTIBLE PERPETUAL PREFERRED UNITS

In October 2015, the Group and the Trust issued 550 million Convertible Perpetual Preferred Units ("CPPU") at \$1 per Unit to a substantial unitholder of the Trust and a related party of the Manager, as partial satisfaction of the purchase consideration for the subsidiaries acquired. The key terms and conditions of the CPPUs are as follows:

- the CPPU holder has the right to receive preferential non-cumulative distribution of an amount equivalent to 1.0% per annum of the issue price which may be declared by the Manager at its sole discretion;
- any preferential distribution or part thereof not due or payable shall not accumulate for the benefit of the CPPU holder or entitle the CPPU holder to any claim in respect thereof against the Trust, the Trustee and/or the Manager;
- the CPPUs rank senior to the Units in respect of the entitlement to participate in the distributions of the Trust and rank senior to the Units in respect of the entitlement to receive out of the assets of the Trust the amount equivalent to the number of CPPUs held by the CPPU holder multiplied by the issue price and outstanding preferred and special preferred distribution upon the liquidation of the Trust. The CPPUs rank junior to the claims of all other present and future creditors of the Trust;

15 CONVERTIBLE PERPETUAL PREFERRED UNITS (CONT'D)

- the CPPU holder has the sole right to convert the CPPUs into Units, provided that the number of CPPUs converted in each financial year shall not exceed one-third of the total number of CPPUs initially issued to the CPPU holder, at a conversion price of \$0.7154 per CPPU, being the adjusted conversion price pursuant to the rights issue undertaken by the Trust in October 2018. The CPPUs may not be converted into Units for a period of four years commencing from the date of issuance of the CPPUs on 8 October 2015;
- the Manager shall have the sole right to redeem any number of CPPUs for the time being issued and outstanding on a pro-rata basis at the issue price at all times;
- the Manager shall not declare distributions or pay any distributions to the Unitholders, or make any redemption, unless the Manager declares or pays distributions to the CPPU holder; and
- the CPPU holder does not have the right to attend and vote at the meetings of Unitholders except during such period as the preferred or special preferred distribution remains in arrears and unpaid for at least 12 months, or upon any resolution which varies or abrogates any right, preference or privilege of the CPPUs, or upon any resolution for the dissolution or winding up of the Trust.

The CPPUs are classified as equity instruments in the statement of financial position.

On 1 June 2021, there was a partial redemption of \$155.0 million CPPUs at \$1.00 per Unit totalling \$155 million.

The \$212,309,000 (2021: \$212,309,000) presented in the statement of financial position represents the carrying value of the remaining 220.0 million (2021: 220.0 million) CPPUs and the total return attributable to the CPPU holder from the last distribution date.

16 UNITS IN ISSUE AND TO BE ISSUED

	Group and Trust	
	2022 '000	2021 '000
Units in issue		
At 1 January	5,442,608	5,421,506
Creation of Units:		
- Manager's management fees paid in Units	22,394	21,102
At 31 December	5,465,002	5,442,608
Units to be issued		
Manager's management fees payable in Units	5,948	7,077
Units in issue and to be issued	5,470,950	5,449,685

Financial year ended 31 December 2022

During the financial year, the following Units were issued:

- 22,394,287 Units were issued at issue prices ranging from \$0.35 to \$0.43 per Unit, amounting to \$8,917,000 as satisfaction of the Manager's management fees payable in Units.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

16 UNITS IN ISSUE AND TO BE ISSUED (CONT'D)

Financial year ended 31 December 2021

During the financial year, the following Units were issued:

- 21,101,384 Units were issued at issue prices ranging from \$0.38 to \$0.45 per Unit, amounting to \$8,509,000 as satisfaction of the Manager's management fees payable in Units.

Each Unit in the Trust represents an undivided interest in the Trust.

A Unitholder has no equitable or proprietary interest in the underlying asset of the Group and is not entitled to the transfer to it of any asset (or any part thereof) or of any real estate, any interests in any asset and the real estate-related assets (or any part thereof) of the Group.

A Unitholder's liability is limited to the amount paid or payable for any Units. The provisions of the Trust Deed provide that no Unitholders will be personally liable to indemnify the Trustee or any creditor of the Trustee in the event that liabilities of the Trust exceed its assets.

17 NET ASSET VALUE PER UNIT

	Note	Group		Trust	
		2022	2021	2022	2021
Net asset value per Unit is based on:					
- Net assets attributable to Unitholders (\$'000)		3,240,073	3,127,996	2,826,265	2,732,611
- Units in issue and to be issued at 31 December ('000)	16	5,470,950	5,449,685	5,470,950	5,449,685

18 REVENUE

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Rental income	221,388	225,822	37,637	52,166
Service fee income	14,541	16,435	5,082	6,819
Carpark income	1,705	1,872	-	268
Dividend income	-	-	99,969	89,739
Others	4,015	5,912	341	1,446
Less: Business and other taxes	(142)	(157)	-	-
	241,507	249,884	143,029	150,438

Under the terms of the lease agreements for the properties, the Group and the Trust are generally entitled to a fixed rent component and/or a variable rent component computed based on a certain percentage of the revenue. Hilton Singapore Orchard is leased to a related party under a master lease arrangement. The lease contains an initial term of 15 years from 25 July 2013 with an option to renew for a further 15 years. Crowne Plaza Changi Airport is leased to a related party under a master lease agreement till 27 May 2028, with an option to renew for two consecutive terms of five years each.

Included in rental income is variable rent of \$2,293,000 (2021: \$1,234,000) and \$nil (2021: \$55,000) recognised in the statement of total return for the Group and the Trust, respectively.

18 REVENUE (CONT'D)

Included in the revenue of the Group and the Trust are amounts derived from related parties of \$69,744,000 (2021: \$69,815,000) and \$1,374,000 (2021: \$2,315,000), respectively. Due to the COVID-19 impact, the Group has provided a total of \$5,321,000 (2021: \$8,470,000) rental waiver to the affected tenants during the period.

Other income consists of miscellaneous income such as utilities and annual license fee, which are recognised over time as the service is provided.

19 PROPERTY OPERATING EXPENSES

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Property maintenance expenses	10,800	10,923	3,734	3,760
Property management fees	1,989	2,438	854	1,554
Property-related taxes	18,006	21,238	4,938	6,984
Insurance	757	558	107	67
Utilities	2,340	2,248	804	869
Land rent expenses	2,841	2,113	-	-
Centre management costs	4,479	3,878	-	-
Others*	3,380	2,283	157	131
	44,592	45,679	10,594	13,365

* Included grant income and grant expense of \$285,000 in 2021 presented on net basis and allowance for doubtful receivables of \$97,000 (2021: write-back of doubtful receivables of \$1,118,000).

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Centre management costs comprise:				
Salaries, bonuses and other costs^	3,990	3,391	-	-
Contributions to defined contribution plans	489	487	-	-
	4,479	3,878	-	-

^ Included Jobs Support Scheme of \$201,000 in 2021.

20 OTHER INCOME

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Income support on OUE Downtown Office	8,766	14,995	8,766	14,995
Insurance claim received	-	199	-	-
	8,766	15,194	8,766	14,995

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

21 MANAGER'S MANAGEMENT FEES

	Group and Trust	
	2022 \$'000	2021 \$'000
Base fee	15,756	16,075
Performance fee	-	2,174
	15,756	18,249

The Manager's management fees comprise an aggregate of 21,265,471 (2021: 21,834,172) Units, amounting to approximately \$7,878,000 (2021: \$9,124,000), that have been or will be issued to the Manager as satisfaction of the Manager's management fees payable in Units at unit prices ranging from \$0.34 to \$0.41 (2021: \$0.39 to \$0.45) per Unit.

22 NET FINANCE COSTS

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Finance income				
Interest income	988	1,044	2,444	7
Ineffective portion of changes in fair value of cash flow hedges	2,177	1,364	374	867
Net change in fair value of derivatives	1,778	1,756	5,920	2,470
Hedging reserve transferred from unitholders' funds due to discontinuation of hedge accounting	22,058	-	-	-
Net foreign exchange gains	-	230	-	253
	27,001	4,394	8,738	3,597
Finance costs				
Amortisation of debt-related transaction costs	(14,740)	(10,339)	(2,174)	(5,744)
Interest paid/payable to a subsidiary	-	-	(13,958)	(5,181)
Interest paid/payable to banks	(66,208)	(63,081)	(13,095)	(21,446)
Hedging reserve transferred from unitholders' funds due to discontinuation of hedge accounting	-	(1,892)	-	(3,204)
Net foreign exchange loss	(149)	-	(1)	-
Financial liability measured at amortised cost - interest expense	(870)	(875)	-	-
	(81,967)	(76,187)	(29,228)	(35,575)
Net finance costs	(54,966)	(71,793)	(20,490)	(31,978)

22 NET FINANCE COSTS (CONT'D)

The above finance income and expenses include the following interest income and expense and debt-related transaction costs in respect of assets and liabilities not at fair value through statement of total return:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Total interest income on financial assets	988	1,044	2,444	7
Total interest expense on financial liabilities and debt-related transaction costs	(83,423)	(52,577)	(28,946)	(23,333)

23 TOTAL RETURN/(LOSS) FOR THE YEAR BEFORE TAX

Included in total return/(loss) for the year before tax are the following:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Audit fees paid/payable to:				
- Auditors of the Trust	299	299	103	110
- Other auditors	53	50	-	-
Non-audit fees paid to:				
- Auditors of the Trust	65	80	27	45
- Other auditors	6	6	-	-
Valuation fees	95	132	18	32

24 TAX EXPENSE

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Current tax expense				
Current year	11,441	11,834	-	-
Changes in estimates relating to prior years	(113)	(260)	-	-
	11,328	11,574	-	-
Withholding tax	1,085	1,112	-	-
Deferred tax (credit)/expense				
Origination and reversal of temporary differences	(1,222)	1,375	-	-
	11,191	14,061	-	-

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

24 TAX EXPENSE (CONT'D)

Reconciliation of effective tax rate

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Total return/(loss) for the year before tax	298,874	69,968	215,819	(24,031)
Tax calculated using Singapore tax rate of 17% (2021: 17%)	50,809	11,894	36,690	(4,085)
Effect of tax rates in foreign jurisdictions	995	1,618	-	-
Non-tax deductible items	2,699	27,756	3,842	25,057
Non-taxable items	(30,546)	(11,097)	(20,784)	(247)
Tax exempt income	-	-	(16,995)	(15,256)
Changes in estimates relating to prior years	(113)	(260)	-	-
Tax losses not available to carry forward	8	7	-	-
Tax transparency (Note 3.16)	(13,746)	(16,969)	(2,753)	(5,469)
Withholding tax	1,085	1,112	-	-
	11,191	14,061	-	-

Global minimum tax

To address concerns on uneven profit distribution and tax contributions of large multinational corporations, various agreements have been reached at the global level, including an agreement by over 135 jurisdictions to introduce a global minimum tax rate of 15%. In December 2021, the Organisation for Economic Co-operation and Development ("OECD") released a draft legislative framework, followed by detailed guidance released in March 2022, that is expected to be used by individual jurisdictions that signed the agreement to amend their local tax laws.

At the date when the financial statements were authorised for issue, none of the jurisdictions in which the Group operates had enacted or substantively enacted the tax legislation related to the top-up tax. Management is closely monitoring the progress of the legislative process in each jurisdiction the Group operates in. At 31 December 2022, the Group did not have sufficient information to determine the potential quantitative impact.

25 EARNINGS PER UNIT

(i) Basic earnings per Unit

The calculation of basic earnings per Unit was based on the total return attributable to Unitholders and the weighted average number of Units, as set out below:

Total return attributable to Unitholders

	Group	
	2022 \$'000	2021 \$'000
Total return for the year attributable to Unitholders and CPPU holder	275,574	38,876
Less: Amount reserved for distribution to CPPU holder	(2,200)	(2,582)
Total return attributable to Unitholders	273,374	36,294

25 EARNINGS PER UNIT (CONT'D)

(i) Basic earnings per Unit (cont'd)

Weighted average number of Units

	Group	
	2022 '000	2021 '000
Units issued or to be issued at beginning of the year	5,449,685	5,427,850
Effect of Units issued during the year	7,505	7,728
Effect of Units to be issued as payment of the Manager's management fees payable in Units	16	19
Weighted average number of Units during the year	5,457,206	5,435,597

(ii) Diluted earnings per Unit

The calculation of diluted earnings per Unit was based on the total return attributable to Unitholders and CPPU holder and the weighted average number of Units, after adjustment for the effect of all dilutive potential Units, as set out below:

Total return attributable to Unitholders (diluted)

	Group	
	2022 \$'000	2021 \$'000
Total return attributable to Unitholders (basic)	273,374	36,294
Add: Amount reserved for distribution to CPPU holder	2,200	2,582
Total return attributable to Unitholders and CPPU holder (diluted)	275,574	38,876

Weighted average number of Units (diluted)

	Group	
	2022 '000	2021 '000
Weighted average number of Units (basic)	5,457,206	5,435,597
Effect of the Manager's fees paid/payable in Units	13,744	14,088
Effect of conversion of CPPUs into Units ⁽¹⁾	307,520	360,944
Weighted average number of Units (diluted)	5,778,470	5,810,629

⁽¹⁾ The weighted average number of Units includes the weighted average potential Units to be issued assuming all the remaining CPPUs were converted at \$0.7154 per Unit, being the adjusted conversion price pursuant to the rights issue.

26 OPERATING SEGMENTS

Information regarding the results of each reportable segment is included below. Performance is measured based on segment net property income, as included in the internal management reports that are reviewed by the Board of Directors of the Manager. Segment net property income is used to measure performance as management believes that such information is the most relevant in evaluating the results of its segments relative to other entities that operate within the same industry.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

26 OPERATING SEGMENTS (CONT'D)

Information about reportable segments

	Commercial \$'000	Hospitality \$'000	Total \$'000
Year ended 31 December 2022			
Revenue	173,137	68,370	241,507
Property operating expenses	(39,677)	(4,915)	(44,592)
Reportable segment net property income	133,460	63,455	196,915
Other income	8,766	-	8,766
Depreciation and amortisation	(3,834)	-	(3,834)
Write-off of intangible assets	(5,417)	-	(5,417)
Finance income	12,241	14,760	27,001
Finance costs	(48,291)	(33,676)	(81,967)
Unallocated items			
- Expenses			(19,425)
Net income			122,039
Net change in fair value of investment properties			139,727
Share of joint venture results			37,108
Tax expense			(11,191)
Total return for the year			287,683
31 December 2022			
Non-current assets ⁽¹⁾	4,150,745	1,736,480	5,887,225
Year ended 31 December 2021			
Revenue	182,384	67,500	249,884
Property operating expenses	(41,489)	(4,190)	(45,679)
Reportable segment net property income	140,895	63,310	204,205
Other income	14,995	199	15,194
Depreciation and amortisation	(5,082)	-	(5,082)
Finance income	3,601	793	4,394
Finance costs	(52,880)	(23,307)	(76,187)
Divestment costs	(7,363)	-	(7,363)
Unallocated items			
- Expenses			(22,145)
Net income			113,016
Net change in fair value of investment properties			(56,284)
Share of joint venture results			13,236
Tax expense			(14,061)
Total return for the year			55,907
31 December 2021			
Non-current assets ⁽¹⁾	4,129,548	1,611,610	5,741,158

⁽¹⁾ Excluding financial instruments

26 OPERATING SEGMENTS (CONT'D)

Geographical information

The Group has two reportable segments, which are Singapore and China. The reporting segments operate in different countries and are managed separately because of the differences in operating and regulatory environment. For each of the reporting segments, the Board of Directors of the Manager reviews internal management reports on a regular basis.

Information about reportable segments

	Singapore \$'000	China \$'000	Total \$'000
Year ended 31 December 2022			
Revenue	214,436	27,071	241,507
Property operating expenses	(41,473)	(3,119)	(44,592)
Reportable segment net property income	172,963	23,952	196,915
Other income	8,766	-	8,766
Depreciation and amortisation	(3,806)	(28)	(3,834)
Write-off of intangible assets	(5,417)	-	(5,417)
Finance income	26,394	607	27,001
Finance costs	(81,512)	(455)	(81,967)
Unallocated items			
- Expenses			(19,425)
Net income			122,039
Net change in fair value of investment properties			139,727
Share of joint venture results			37,108
Tax expense			(11,191)
Total return for the year			287,683
31 December 2022			
Non-current assets ⁽¹⁾	5,377,408	509,817	5,887,225
Year ended 31 December 2021			
Revenue	224,741	25,143	249,884
Property operating expenses	(41,899)	(3,780)	(45,679)
Reportable segment net property income	182,842	21,363	204,205
Other income	15,194	-	15,194
Depreciation and amortisation	(5,040)	(42)	(5,082)
Other expenses	(518)	-	(518)
Finance income	3,325	1,069	4,394
Finance costs	(75,089)	(1,098)	(76,187)
Divestment costs	(7,363)	-	(7,363)
Unallocated items			
- Expenses			(21,627)
Net income			113,016
Net change in fair value of investment properties			(56,284)
Share of joint venture results			13,236
Tax expense			(14,061)
Total return for the year			55,907
31 December 2021			
Non-current assets ⁽¹⁾	5,166,558	574,600	5,741,158

⁽¹⁾ Excluding financial instruments

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS

Financial risk management

Risk management framework

Risk management is integral to the whole business of the Group. The Group has a system of controls in place to create an acceptable balance between the cost of risks occurring and the cost of managing the risks. The Manager continually monitors the Group's risk management process to ensure that an appropriate balance between risk and control is achieved. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities.

The Board of Directors of the Manager has overall responsibility for the establishment and oversight of the risk management framework of the Group. The Audit and Risk Committee of the Manager assists the Board of Directors and oversees how the Manager monitors compliance with the risk management policies and procedures of the Group, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group. The Audit and Risk Committee reports regularly to the Board of Directors on its activities.

Overview

The Group has exposure to the following risks arising from financial instruments:

- credit risk
- liquidity risk
- market risk

This note presents information about the exposure of the Group to each of the above risks, its objectives, policies and processes for measuring and managing risk, and its management of capital.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a lessee to settle its financial and contractual obligations to the Group, as and when they fall due.

Concentration of credit risk is limited due to many varied tenants.

Credit evaluations are performed before lease agreements are entered into with prospective tenants. Rental deposits are obtained, where appropriate, to mitigate credit risk. In addition, the Manager monitors closely the balances due from its tenants.

Expected credit loss assessment for individual tenants

The Group uses an allowance matrix to measure the ECLs of trade receivables from individual tenants.

Loss rates are calculated using a 'roll rate' method based on the probability of a receivable progressing through successive stages of delinquency to write-off and are based on actual credit loss experience over the past three years.

The Group has established an allowance account for impairment that represents its estimate of losses in respect of trade receivables due from specific customers. The Group believes that no allowance for impairment is necessary in respect of the remaining trade receivables as these receivables relate mainly to tenants that have a good record with the Group or have sufficient security deposits as collateral, and hence ECL is not material.

27 FINANCIAL INSTRUMENTS (CONT'D)

Credit risk (cont'd)

Loans to a subsidiary, other receivables and deposits

Impairment on loans to a subsidiary, other receivables and deposits has been measured on the 12 months expected loss basis and the amount of the allowance is insignificant.

Cash and cash equivalents

The Group and the Trust held cash and cash equivalents of \$49,482,000 and \$3,749,000 respectively at 31 December 2022 (2021: \$59,549,000 and \$3,986,000 respectively). The cash and cash equivalents are held with bank and financial institution counterparties which are rated P-1, based on Moody's ratings.

Impairment on cash and cash equivalents has been measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Trust considers that its cash and cash equivalents have low credit risk based on the external credit ratings of the counterparties. The amount of the allowance on cash and cash equivalents was negligible.

Derivatives

At the reporting date, the Group has interest rate swap and interest rate cap contracts with a total notional amount of \$1,212.5 million (2021: \$1,405.0 million). The Trust has interest rate swap contracts with a total notional amount of \$350.0 million (2021: \$490.0 million).

The derivatives are entered into with bank and financial institution counterparties, which are rated Aa1/P-1 to A3/P-2, based on Moody's ratings.

At reporting date, there were no significant concentrations of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the statement of financial position.

Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Manager monitors its liquidity risk and maintains a level of cash and cash equivalents deemed adequate to finance the Group's operations and to mitigate the effects of fluctuations in cash flows. The Manager also monitors and observes the CIS Code issued by the MAS concerning limits on total borrowings.

In addition, as at 31 December 2022, the Group maintains term loans and revolving credit facilities of \$1,863.0 million (2021: \$1,945.4 million) with banks. At the reporting date, \$1,666.0 million (2021: \$1,754.4 million) of the facilities was utilised.

As at 31 December 2022, the Group has issued unsecured notes of \$400.0 million (2021: \$250.0 million) through OUE CT Treasury Pte. Ltd. as part of its \$2.0 billion Multicurrency Debt Issuance Programme.

The Group is actively engaging potential lenders to refinance the borrowings which are maturing within the next 12 months and expects to complete this refinancing exercise in 2023.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Liquidity risk (cont'd)

The following are the remaining contractual maturities of financial liabilities, including estimated interest payments and excluding the impact of netting agreements:

			Cash flows		
	Carrying amount \$'000	Contractual cash flows \$'000	Within 1 year \$'000	Within 2 to 5 years \$'000	More than 5 years \$'000
Group					
2022					
Non-derivative financial liabilities					
Trade and other payables*	(114,903)	(114,903)	(75,025)	(38,147)	(1,731)
Borrowings	(2,049,459)	(2,272,475)	(415,998)	(1,856,477)	-
Lease liability	(25,280)	(59,667)	(1,000)	(4,000)	(54,667)
	(2,189,642)	(2,447,045)	(492,023)	(1,898,624)	(56,398)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	27,270	28,025	20,855	7,170	-
Interest rate caps used for hedging (net-settled)	710	809	809	-	-
	27,980	28,834	21,664	7,170	-
	(2,161,662)	(2,418,211)	(470,359)	(1,891,454)	(56,398)
2021					
Non-derivative financial liabilities					
Trade and other payables*	(122,786)	(122,786)	(83,926)	(37,882)	(978)
Borrowings	(1,985,395)	(2,124,353)	(272,769)	(1,851,584)	-
Lease liability	(25,410)	(60,667)	(1,000)	(4,000)	(55,667)
	(2,133,591)	(2,307,806)	(357,695)	(1,893,466)	(56,645)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	960	972	(34)	1,006	-
Interest rate swaps used for hedging (net-settled)	(8,622)	(8,506)	(9,372)	866	-
	(7,662)	(7,534)	(9,406)	1,872	-
	(2,141,253)	(2,315,340)	(367,101)	(1,891,594)	(56,645)

* Excluding lease liability (shown separately) and advance rental received

27 FINANCIAL INSTRUMENTS (CONT'D)

Liquidity risk (cont'd)

			Cash flows		
	Carrying amount \$'000	Contractual cash flows \$'000	Within 1 year \$'000	Within 2 to 5 years \$'000	More than 5 years \$'000
Trust					
2022					
Non-derivative financial liabilities					
Trade and other payables*	(39,906)	(39,906)	(28,439)	(10,109)	(1,358)
Borrowings	(792,468)	(868,551)	(20,549)	(848,002)	-
	(832,374)	(908,457)	(48,988)	(858,111)	(1,358)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	8,756	9,035	6,362	2,673	-
	(823,618)	(899,422)	(42,626)	(855,438)	(1,358)
2021					
Non-derivative financial liabilities					
Trade and other payables*	(42,311)	(42,311)	(29,087)	(13,224)	-
Borrowings	(710,543)	(765,139)	(79,575)	(685,564)	-
	(752,854)	(807,450)	(108,662)	(698,788)	-
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	960	972	(34)	1,006	-
Interest rate swaps used for hedging (net-settled)	(4,301)	(4,080)	(3,589)	(491)	-
	(3,341)	(3,108)	(3,623)	515	-
	(756,195)	(810,558)	(112,285)	(698,273)	-

* Excluding lease liability (shown separately) and advance rental received

The maturity analyses show the contractual undiscounted cash flows of the Group's and the Trust's financial liabilities on the basis of their earliest possible contractual maturity. Derivative financial instruments held are normally not closed out prior to contractual maturity. The disclosure shows net cash flow amounts for derivatives that are net cash-settled.

All the derivative financial instruments are designated as cash flow hedges. The table above reflects the periods in which the cash flows associated with cash flow hedges are expected to occur and to impact the total return.

In addition to the above, the interest payments on the Group's sustainability-linked loans included in borrowings assume no interest savings.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates, will affect the Group's total return or the value of its holding of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

Interest rate risk

The Manager's strategy to manage the risk of potential interest rate volatility may be through the use of interest rate hedging instruments and/or fixed rate borrowings.

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 the notional or par amounts. The Group assesses whether the derivative designated in each hedge relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the regression method.

In these hedge relationships, the main sources of ineffectiveness are the differences in the repricing dates between the swaps and the borrowings.

For further details, see 'Managing interest rate benchmark reform and associated risks' below.

There were no other sources of ineffectiveness in these hedging relationships.

27 FINANCIAL INSTRUMENTS (CONT'D)

Interest rate risk (cont'd)

A. Managing interest rate benchmark reform and associated risks

Overview

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 'Interest rate benchmark reform'). The Group had exposures to SOR on its financial instruments that will be replaced or reformed as part of these market-wide initiatives. In 2022, the Group has undertaken amendments to its financial instruments with contractual terms indexed to SOR such that they incorporate the new benchmark rate (i.e. SORA). As at 31 December 2022, the Group's remaining IBOR exposure is indexed to SOR.

The Manager monitors and manages the Group's transition to alternative rates.

Non-derivative financial liabilities

Historically, the Group's IBOR exposures to non-derivative financial liabilities included secured bank loans indexed to SOR. The Group has modified its non-derivative financial liabilities indexed to SOR to reference SORA during the year ended 31 December 2022. In respect of its remaining SOR, the Group is still in the process of communication with the counterparties and specific changes have yet to be agreed.

Derivatives

The Group holds interest rate swaps and interest rate caps for risk management purposes that are designated in cash flow hedging relationships. The interest rate swaps and interest rate caps have floating legs that are indexed to SOR or SORA. The Group's derivative instruments are governed by contracts based on the International Swaps and Derivatives Association (ISDA)'s master agreements. The Group is still in the process of communication with the counterparties for the remaining SOR indexed exposures and specific changes have yet been agreed.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Interest rate risk (cont'd)

A. Managing interest rate benchmark reform and associated risks (cont'd)

Hedge accounting

The Group has evaluated the extent to which its cash flow hedging relationships are subject to uncertainty driven by Interest rate benchmark reform as at 31 December 2022. The Group's certain hedging instruments continue to be indexed to Interest rate benchmark which are SOR. These benchmark rates are quoted each day and the IBOR cash flows are exchanged with its counterparties as usual.

The Group's SOR cash flow hedging relationships extend beyond the anticipated cessation date for IBOR. The Group is still in the process of communication with the counterparties for the remaining SOR indexed exposures and the relevant hedging instruments have not been amended to transition from SOR. The Group continues to apply the amendments to FRS 109 issued in December 2020 (Phase 1) to those hedging relationships directly affected by Interest rate benchmark reform and assumes that the cash flows of the hedged item and hedging instrument will not be materially altered as a result of Interest rate benchmark reform.

Hedging relationships impacted by Interest rate benchmark reform may experience ineffectiveness attributable to market participants' expectations of when and how the shift from the existing Interest rate benchmark to an alternative benchmark interest rate will occur. This transition may also occur at different times for the hedged item and hedging instrument, which may lead to hedge ineffectiveness. The Group has measured its hedging instruments indexed to Singapore-dollar SOR using available quoted market rates for SOR-based instruments of the same tenor and similar maturity and has measured the cumulative change in the present value of hedged cash flows attributable to changes in SOR on a similar basis.

Total amounts of unreformed contracts, including those with an appropriate fallback clause

The Group monitors the progress of transition from IBORs to new benchmark rates by reviewing the total amounts of contracts that have yet to transition to an alternative benchmark rate and the amounts of such contracts that include an appropriate fallback clause. The Group considers that a contract is not yet transitioned to an alternative benchmark rate when interest under the contract is indexed to a benchmark rate that is still subject to interest rate benchmark reform, even if it includes a fallback clause that deals with the cessation of the existing IBOR (referred to as an 'unreformed contract').

27 FINANCIAL INSTRUMENTS (CONT'D)***Interest rate risk (cont'd)*****Total amounts of unreformed contracts, including those with an appropriate fallback clause (cont'd)**

The following table shows the total amounts of unreformed contracts and those with appropriate fallback language as at 31 December 2022. The amounts of financial assets and financial liabilities are shown at their carrying amounts and derivatives are shown at their nominal amounts.

		SOR
	Total amount of unreformed contracts \$'000	Amount with appropriate fallback clause \$'000
Group		
31 December 2022		
Derivatives		
Interest rate swaps	165,000	612,500
31 December 2021		
Financial liabilities		
Borrowings	325,000	939,000
Derivatives		
Interest rate swaps	265,000	800,000
Trust		
31 December 2022		
Derivatives		
Interest rate swaps	-	150,000
31 December 2021		
Derivatives		
Interest rate swaps	-	150,000

The Group's exposure to Singapore-dollar SOR designated in hedging relationships is \$777.5 million (2021: \$1,065.0 million) nominal amount at 31 December 2022, representing both the nominal amount of the hedging interest rate swap and the principal amount of the Group's hedged SGD-denominated bank loan liabilities maturing in 2023 to 2026 (2021: 2022 to 2026).

The Trust's exposure to Singapore-dollar SOR designated in hedging relationships is \$150.0 million (2021: \$150.0 million) nominal amount at 31 December 2022, representing both the nominal amount of the hedging interest rate swap and the principal amount of the Group's hedged SGD-denominated bank loan liabilities maturing in 2025 to 2026 (2021: 2025 to 2026).

The Group is actively engaging with lenders to include appropriate fall-back provisions in its floating-rate liabilities with maturities after 2022 and expects that the hedging instrument will be modified as outlined under 'Derivatives' above.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Exposure to interest rate risk

The Group's exposure to changes in interest rates relate primarily to interest-earning financial assets and interest-bearing financial liabilities. At the reporting date, the interest rate profile of the interest-bearing financial instruments was as follows:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Fixed rate instruments				
Short-term deposits with financial institutions	27,227	34,288	-	-
Loans to a subsidiary	-	-	20,000	-
Borrowings	(400,000)	(250,000)	(400,000)	(250,000)
Interest rate caps	(100,000)	-	-	-
Interest rate swaps	(1,112,500)	(1,405,000)	(350,000)	(490,000)
	(1,585,273)	(1,620,712)	(730,000)	(740,000)
Variable rate instruments				
Loans to a subsidiary	-	-	35,000	-
Borrowings	(1,666,000)	(1,754,390)	(400,000)	(468,000)
Interest rate caps	100,000	-	-	-
Interest rate swaps	1,112,500	1,405,000	350,000	490,000
	(453,500)	(349,390)	(15,000)	22,000

Fair value sensitivity analysis for fixed rate instruments

The Group does not account for the fixed rate financial assets and liabilities at fair value through statement of total return. The Group does not designate interest rate swaps and interest rate caps as hedging instruments under a fair value hedge accounting model. Therefore, a change in interest rates at the reporting date would not affect total return.

27 FINANCIAL INSTRUMENTS (CONT'D)

Sensitivity analysis for variable instruments

For the variable rate instruments, a change in 50 (2021: 50) basis points ("bp") in interest rate at the reporting date would impact total return and unitholders' funds (before any tax effects) by the amounts shown below. This analysis assumes that all other variables remain constant.

	Statement of Total Return		Unitholders' funds	
	Increase in interest rate \$'000	Decrease in interest rate \$'000	Increase in interest rate \$'000	Decrease in interest rate \$'000
Group				
2022				
Variable rate instruments				
Borrowings (50 bp)	(10,330)	10,330	-	-
Interest rate swaps (50 bp)	5,563	(5,563)	1,692	(2,557)
Interest rate caps (50 bp)	500	(500)	240	(455)
	(4,267)	4,267	1,932	(3,012)
2021				
Variable rate instruments				
Borrowings (50 bp)	(10,022)	10,022	-	-
Interest rate swaps (50 bp)	7,025	(7,025)	1,095	(1,103)
	(2,997)	2,997	1,095	(1,103)
Trust				
2022				
Variable rate instruments				
Borrowings (50 bp)	(4,000)	4,000	-	-
Interest rate swaps (50 bp)	1,500	(1,500)	918	(908)
Loans to a subsidiary (50 bp)	175	(175)	-	-
	(2,325)	2,325	918	(908)
2021				
Variable rate instruments				
Borrowings (50 bp)	(3,590)	3,590	-	-
Interest rate swaps (50 bp)	2,450	(2,450)	208	(216)
	(1,140)	1,140	208	(216)

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting

Cash flow hedges

The Group and the Trust held the following instruments to hedge exposures to changes in interest rates.

	Maturity	
	1-12 months	More than one year
31 December 2022		
<u>Group</u>		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	315,000	50,000
Fixed interest rate	1.89% - 2.13%	1.78% - 1.97%
<u>Trust</u>		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	150,000	50,000
Fixed interest rate	1.89% - 1.90%	1.78% - 1.97%
31 December 2021		
<u>Group</u>		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	290,000	1,115,000
Fixed interest rate	1.45% - 2.17%	0.51% - 2.13%
<u>Trust</u>		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	190,000	300,000
Fixed interest rate	1.46% - 1.93%	0.64% - 1.90%

27 FINANCIAL INSTRUMENTS (CONT'D)**Hedge accounting (cont'd)*****Cash flow hedges* (cont'd)**

The amounts at the reporting date relating to items designated as hedged items were as follows.

	Change in value used for calculating hedge ineffectiveness \$'000	Cash flow hedge reserve \$'000
<u>Group</u>		
31 December 2022		
Interest rate risk		
Variable-rate instruments	(8,790)	7,527
31 December 2021		
Interest rate risk		
Variable-rate instruments	(15,786)	(5,464)
<u>Trust</u>		
31 December 2022		
Interest rate risk		
Variable-rate instruments	(5,560)	3,078
31 December 2021		
Interest rate risk		
Variable-rate instruments	(9,057)	(2,701)

There are no balances remaining in cash flow hedge reserve from hedging relationships for which hedge accounting no longer applied.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting (cont'd)

Cash flow hedges (cont'd)

The amounts relating to items designated as hedging instruments and hedge ineffectiveness were as follows.

	As at 31 December			Line item in the statement of financial position where the hedging instrument is included
	Nominal amount \$'000	Carrying amount – assets \$'000	Carrying amount – liabilities \$'000	
Group				
2022				
Interest rate risk				
Interest rate swaps	365,000	3,502	–	Financial derivatives
2021				
Interest rate risk				
Interest rate swaps	1,405,000	960	(8,622)	Financial derivatives
Trust				
2022				
Interest rate risk				
Interest rate swaps	200,000	2,723	–	Financial derivatives
2021				
Interest rate risk				
Interest rate swaps	490,000	960	(4,301)	Financial derivatives

During the period				
Changes in the value of the hedging instrument recognised in unitholders' funds and NCI \$'000	Hedge ineffectiveness recognised in statement of total return \$'000	Line item in statement of total return that includes hedge ineffectiveness	Amount reclassified from hedging reserve to statement of total return \$'000	Line item in statement of total return affected by the reclassification
7,811	2,177	Finance income	2,025	Finance cost
11,352	1,364	Finance income	20,740	Finance cost
4,561	374	Finance income	1,218	Finance cost
4,585	867	Finance income	8,312	Finance cost

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting (cont'd)

Cash flow hedges (cont'd)

The following table provides a reconciliation by risk category of components of equity and analysis of unitholders' funds items, net of tax, resulting from cash flow hedge accounting:

	Group Hedging reserve \$'000	Trust Hedging reserve \$'000
Balance at 1 January 2022	(5,464)	(2,701)
Cash flow hedges		
Change in fair value:		
Interest rate risk	7,291	4,561
Amount reclassified to statement of total return:		
Interest rate risk	1,879	1,218
Share of movements in hedging reserve of joint venture	3,821	-
Balance at 31 December 2022	7,527	3,078
Balance at 1 January 2021	(36,582)	(15,598)
Cash flow hedges		
Change in fair value:		
Interest rate risk	11,157	4,585
Amount reclassified to statement of total return:		
Interest rate risk	19,961	8,312
Balance at 31 December 2021	(5,464)	(2,701)

Currency risk

In order to manage the currency risk involved in investing in assets outside Singapore, the Manager adopts the currency risk management strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the asset investment as a natural currency hedge; and
- entering into currency forward contracts to hedge the foreign currency income received from its foreign subsidiaries, back into Singapore Dollars.

27 FINANCIAL INSTRUMENTS (CONT'D)**Hedge accounting (cont'd)*****Currency risk (cont'd)***

The following table details the Group's exposure at the end of the reporting period to currency risk arising from recognised assets or liabilities denominated in a currency other than the functional currency of the entity to which they relate.

	USD \$'000	RMB \$'000
Group		
2022		
Cash and cash equivalents	71	1
2021		
Cash and cash equivalents	73	1

Changes in the exchange rates between the above currencies and the Singapore dollar would not have a significant impact to the Group's total return before tax.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values

The fair values of financial assets and liabilities, including their levels in the fair value hierarchy are set out below. It does not include the fair value information of financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Note	Carrying amount				Fair value			
		Amortised cost \$'000	Fair value - hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Group									
2022									
Financial assets measured at fair value									
Financial derivatives	8	-	27,980	-	27,980	-	27,980	-	27,980
Financial assets not measured at fair value									
Trade and other receivables ^	9	22,286	-	-	22,286				
Cash and cash equivalents	11	49,482	-	-	49,482				
		71,768	-	-	71,768				
Financial liabilities not measured at fair value									
Borrowings:									
- Bank loans	12	-	-	(1,653,915)	(1,653,915)				
- Unsecured notes	12	-	-	(395,544)	(395,544)				
Trade and other payables #	13	-	-	(114,903)	(114,903)				
		-	-	(2,164,362)	(2,164,362)				

^ Excluding prepayments

Excluding advance rental received

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values (cont'd)

		Carrying amount				Fair value			
	Note	Amortised cost \$'000	Fair value - hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Group									
2021									
Financial assets measured at fair value									
Financial derivatives	8	-	960	-	960	-	960	-	960
Financial assets not measured at fair value									
Trade and other receivables ^	9	29,170	-	-	29,170				
Cash and cash equivalents	11	59,549	-	-	59,549				
		88,719	-	-	88,719				
Financial liabilities measured at fair value									
Financial derivatives	8	-	(8,622)	-	(8,622)	-	(8,622)	-	(8,622)
Financial liabilities not measured at fair value									
Borrowings:									
- Bank loans	12	-	-	(1,738,768)	(1,738,768)				
- Unsecured notes	12	-	-	(246,627)	(246,627)				
Trade and other payables #	13	-	-	(122,786)	(122,786)				
		-	-	(2,108,181)	(2,108,181)				

^ Excluding prepayments

Excluding advance rental received

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values (cont'd)

	Note	Carrying amount				Fair value			
		Amortised cost \$'000	Fair value - hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Trust									
2022									
Financial assets measured at fair value									
Financial derivatives	8	-	8,756	-	8,756	-	8,756	-	8,756
Financial assets not measured at fair value									
Trade and other receivables ^	9	2,957	-	-	2,957				
Loans to a subsidiary	10	55,000	-	-	55,000				
Cash and cash equivalents	11	3,749	-	-	3,749				
		61,706	-	-	61,706				
Financial liabilities not measured at fair value									
Borrowings:									
- Bank loans	12	-	-	(396,924)	(396,924)				
- Loan from a subsidiary	12	-	-	(395,544)	(395,544)				
Trade and other payables #	13	-	-	(39,906)	(39,906)				
		-	-	(832,374)	(832,374)				

^ Excluding prepayments

Excluding advance rental received

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values (cont'd)

		Carrying amount				Fair value			
	Note	Amortised cost \$'000	Fair value – hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Trust									
2021									
Financial assets measured at fair value									
Financial derivatives	8	–	960	–	960	–	960	–	960
Financial assets not measured at fair value									
Trade and other receivables ^	9	10,346	–	–	10,346				
Cash and cash equivalents	11	3,986	–	–	3,986				
		14,332	–	–	14,332				
Financial liabilities measured at fair value									
Financial derivatives	8	–	(4,301)	–	(4,301)	–	(4,301)	–	(4,301)
Financial liabilities not measured at fair value									
Borrowings:									
- Bank loans	12	–	–	(463,916)	(463,916)				
- Loan from a subsidiary	12	–	–	(246,627)	(246,627)				
Trade and other payables #	13	–	–	(42,311)	(42,311)				
		–	–	(752,854)	(752,854)				

^ Excluding prepayments

Excluding advance rental received

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

27 FINANCIAL INSTRUMENTS (CONT'D)

Valuation techniques and significant unobservable inputs

The following tables show the valuation techniques used in measuring Level 2 and Level 3 fair values.

Financial instruments measured at fair value

Type	Valuation technique
Group and Trust	
Financial derivatives	<i>Market comparison technique:</i> The fair values are based on broker quotes. Similar contracts are traded in an active market and the quotes reflect the actual transactions in similar instruments.

Financial instruments not measured at fair value

Type	Valuation technique
Group	
Trade and other receivables	<i>Discounted cash flows</i>
Trade and other payables	<i>Discounted cash flows</i>
Unsecured notes	<i>The fair value of the unsecured notes is based on the quoted price at reporting date.</i>
Trust	
Loans to a subsidiary	<i>Loans to a subsidiary is based on the same terms as the unsecured notes and unsecured term loan and therefore, the fair value of the loans to a subsidiary is determined based on the fair value of the unsecured notes and unsecured term loan.</i>
Trade and other payables	<i>Discounted cash flows</i>
Loan from a subsidiary	<i>Loan from a subsidiary is based on the same terms as the unsecured notes and therefore, the fair value of the loan from a subsidiary is determined based on the fair value of the unsecured notes.</i>

There were no transfers between Level 2 and 3 during the year.

Capital management

The Manager's principal objectives are to deliver regular and stable distributions to Unitholders and to achieve sustainable long-term growth in distributions and in the net asset value per Unit, while maintaining an appropriate capital structure. Capital consists of all components of equity of the Group.

The Group's capital funding objectives are to maintain a strong statement of financial position, manage the cost of debt financing, and potential refinancing or repayment risks, secure diversified funding sources and implement appropriate hedging strategies to manage interest rate volatility and foreign exchange exposure, after taking into account the prevailing market conditions.

The Group has income derived from its investments in the PRC. The conversion of the Chinese Renminbi is subject to the rules and regulations of foreign exchange control promulgated by the PRC government.

27 FINANCIAL INSTRUMENTS (CONT'D)

Capital management (cont'd)

The Trust and its subsidiaries are subject to the aggregate leverage limit as defined in the Property Funds Appendix of the CIS Code issued by the MAS. The CIS Code stipulates that the total borrowings and deferred payments (together the "Aggregate Leverage") of a property fund should not, on or after 1 January 2022, exceed 45.0% of its Deposited Property. S-REITs are to have a minimum adjusted interest coverage ratio ("ICR") of 2.5 times before they are allowed to increase their leverage to beyond the prevailing 45% limit (up to 50%).

The Aggregate Leverage of the Group as at 31 December 2022 was 38.8% (2021: 38.7%) of its Deposited Property with an ICR of 2.4 times¹ (2021: 2.8 times). This complied with the Aggregate Leverage limit as described above.

There were no substantial changes in the Group's and the Trust's approach to capital management during the year.

¹ As defined in Appendix 6 of the CIS Code ("Property Funds Appendix") (last revised on 3 March 2022).

28 COMMITMENTS

The Group and the Trust has the following commitments as at the reporting date:

Capital commitments

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Contracted but not provided for in the financial statements:				
- Expenditure in respect of investment properties	1,360	39,978	-	666

29 LEASES

Leases as lessee (FRS 116)

The Group leases land in relation to the Crowne Plaza Changi Airport site. The lease runs for a period of 74 years. Under the terms of the lease agreement, the land rent payable comprises a fixed component and a variable component computed based on certain percentage of the hotel revenue.

Information about leases for which the Group is a lessee is presented below.

Right-of-use assets

Right-of-use assets related to land meets the definition of investment property (see Note 4).

Amounts recognised in statement of total return

	2022 \$'000	2021 \$'000
Leases under FRS 116		
Interest on lease liability	870	875

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

29 LEASES (CONT'D)

Amounts recognised in statement of cash flows

	2022 \$'000	2021 \$'000
Total cash outflow for leases	1,000	1,000

Leases as lessor

Operating lease

The Group leases out its investment properties (see Note 4). The Group has classified these leases as operating leases, because they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets. Note 3.8 sets out information about the operating leases of investment property.

Rental income from investment properties recognised by the Group during 2022 was \$235,929,000 (2021: \$242,257,000) and Trust was \$42,719,000 (2021: \$58,985,000).

The following table sets out a maturity analysis of lease payments, showing the undiscounted lease payments to be received after the reporting date.

	Group \$'000	Trust \$'000
2022		
Less than one year	229,713	47,919
One to two years	190,639	40,233
Two to three years	149,689	32,597
Three to four years	110,779	22,096
Four to five years	79,851	5,432
More than five years	40,093	4,053
Total	800,764	152,330
2021		
Less than one year	221,855	44,461
One to two years	182,277	37,172
Two to three years	142,526	27,578
Three to four years	113,622	20,697
Four to five years	97,365	15,932
More than five years	106,017	-
Total	863,662	145,840

30 RELATED PARTY TRANSACTIONS

In the normal course of the operations of the Trust, the Manager's management fee and Trustee's fee have been paid or are payable to the Manager and the Trustee respectively. Property management fees are payable to the Property Managers, related parties of the Manager.

During the financial year, other than the transactions disclosed elsewhere in the financial statements, there were the following related party transactions:

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Divestment fees paid to Manager	-	3,169	-	3,169
Hotel service expenses and professional fees paid/payable to related parties	1,636	1,294	-	30
Settlement of liabilities by related parties of the Manager on behalf of the Group and the Trust	66	44	31	22

31 FINANCIAL RATIOS

	Group		Trust	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Expenses to weighted average net assets ¹				
- including performance component of the Manager's fees	0.92	0.85	0.97	0.88
- excluding performance component of the Manager's fees	0.92	0.78	0.97	0.81
Portfolio turnover rate ²	-	-	-	-

¹ The annualised ratios are computed in accordance with the guidelines of the Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group and the Trust, excluding property expenses and finance expenses.

² The annualised ratio is computed based on the lesser of purchases or sales of underlying investment properties of the Group and the Trust expressed as a percentage of daily average net asset value.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2022

32 SUBSEQUENT EVENTS

There were the following events subsequent to the reporting date:

- On 30 January 2023, the Manager declared a distribution of \$1,109,000 to the CPPU holder in respect of the period from 1 July 2022 to 31 December 2022.
- On 30 January 2023, the Manager declared a distribution of 1.04 cents per Unit, amounting to \$56,684,000, in respect of the period from 1 July 2022 to 31 December 2022.
- On 2 February 2023, the Trust issued 5,947,982 Units at \$0.3386 per Unit, amounting to \$2,014,000, to the Manager as partial payment of the management base fee for the period from 1 October 2022 to 31 December 2022.

33 NEW STANDARDS NOT ADOPTED

A number of new standards and amendments to standards are effective for annual periods beginning after 1 January 2022 and earlier application is permitted; however, the Group has not early adopted the new or amended standards in preparing these financial statements.

(i) Classification of Liabilities as Current or Non-current (Amendments to FRS 1)

The amendments, as issued in 2020, aim to clarify the requirements on determining whether a liability is current or non-current, and apply for annual reporting periods beginning on or after 1 January 2023. However the International Accounting Standards Board ("IASB") has subsequently proposed further amendment to IAS 1 and the deferral of the effective date of the 2020 amendments to no earlier than 1 January 2024. Due to these ongoing development, the Group is unable to determine the impact of these amendments on the consolidated financial statements in the period of initial application. The Group is closely monitoring the developments.

(ii) Others

The following new FRSs and amendments to FRSs are not expected to have a significant impact on the Group's consolidated financial statements.

- *Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to FRS 12)*
- *FRS 117 Insurance Contracts and Amendments to FRS 117 Insurance Contracts*
- *Disclosure of Accounting Policies (Amendments to FRS 1 and FRS Practice Statement 2)*
- *Definition of Accounting Estimates (Amendments to FRS 8)*



FINANCIAL STATEMENTS

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REPORT OF THE TRUSTEE

DBS Trustee Limited (the "Trustee") is under a duty to take into custody and hold the assets of OUE Real Estate Investment Trust (*formerly known as OUE Commercial Real Estate Investment Trust*) (the "Trust") held by it or through its subsidiaries (collectively, the "Group") in trust for the holders of units in the Trust. In accordance with the Securities and Futures Act 2001, its subsidiary legislation and the Code on Collective Investment Schemes, the Trustee shall monitor the activities of OUE REIT Management Pte. Ltd. (*formerly known as OUE Commercial REIT Management Pte. Ltd.*) (the "Manager") for compliance with the limitations imposed on the investment and borrowing powers as set out in the trust deed dated 10 October 2013 (as amended) (the "Trust Deed") between the Manager and the Trustee in each annual accounting period and report thereon to unitholders in an annual report.

To the best knowledge of the Trustee, the Manager has, in all material respects, managed the Trust and its subsidiaries during the year covered by these financial statements set out on pages 143 to 221, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

**For and on behalf of the Trustee,
DBS Trustee Limited**

Chan Kim Lim
Director

Singapore
8 March 2024

STATEMENT BY THE MANAGER

In the opinion of the directors of OUE REIT Management Pte. Ltd. (*formerly known as OUE Commercial REIT Management Pte. Ltd.*) (the "Manager"), the manager of OUE Real Estate Investment Trust (*formerly known as OUE Commercial Real Estate Investment Trust*) (the "Trust"), the accompanying financial statements set out on pages 143 to 221 comprising the Statements of Financial Position, Statements of Total Return, Distribution Statements, Statements of Movements in Unitholders' Funds and Portfolio Statements of the Trust and its subsidiaries (the "Group") and of the Trust, the Statement of Cash Flows of the Group and Notes to the Financial Statements are drawn up so as to present fairly, in all material respects, the financial position and portfolio holdings of the Group and the Trust as at 31 December 2023, the total return, distributable income, movements in unitholders' funds and cash flows of the Group and the total return, distributable income and movements in unitholders' funds of the Trust for the year ended 31 December 2023, in accordance with the recommendations of Statement of Recommended Accounting Practice 7 "Reporting Framework for Unit Trusts" issued by the Institute of Singapore Chartered Accountants and the provisions of the Trust Deed between DBS Trustee Limited and the Manager dated 10 October 2013 (as amended). At the date of this statement, there are reasonable grounds to believe that the Group and the Trust will be able to meet the respective financial obligations as and when they materialise.

**For and on behalf of the Manager,
OUE REIT Management Pte. Ltd.**

Han Khim Siew
Executive Director

Singapore
8 March 2024

INDEPENDENT AUDITORS' REPORT

Unitholders

OUE Real Estate Investment Trust

(Formerly known as OUE Commercial Real Estate Investment Trust)

(Constituted under a Trust Deed in the Republic of Singapore)

Report on the financial statements

Opinion

We have audited the financial statements of OUE Real Estate Investment Trust *(formerly known as OUE Commercial Real Estate Investment Trust)* (the "Trust") and its subsidiaries (the "Group"), which comprise the statement of financial position and portfolio statement of the Group and the Trust as at 31 December 2023, and the statement of total return, distribution statement, statement of movements in unitholders' funds and statement of cash flows of the Group and the statement of total return, distribution statement and statement of movements in unitholders' funds of the Trust for the year then ended, and notes to the financial statements, including a summary of material accounting policy information, as set out on pages 143 to 221.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position, portfolio statement, statement of total return, distribution statement and statement of movements in unitholders' funds of the Trust present fairly, in all material respects, the financial position and portfolio holdings of the Group and the Trust as at 31 December 2023 and the total return, distributable income, movements in unitholders' funds and cash flows of the Group and the total return, distributable income and movements in unitholders' funds of the Trust for the year then ended on that date in accordance with the recommendations of Statement of Recommended Accounting Practice 7 ("RAP 7") *Reporting Framework for Unit Trusts* issued by the Institute of Singapore Chartered Accountants.

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 these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of investment properties

(Refer to Note 4 to the financial statements)

Risk

The Group has investment properties in Singapore and China with a carrying value of \$5.6 billion (2022: \$5.5 billion) as at 31 December 2023. Investment properties represent the most significant asset item on the consolidated statement of financial position.

The Group's accounting policy is to state the investment properties at their fair values which are based on independent external valuations. The valuation process involves significant judgement in determining the appropriate valuation method to be used and estimating the underlying assumptions to be applied. The valuations are sensitive to the key assumptions applied and a change in key assumptions could have a significant impact to the valuation.

INDEPENDENT AUDITORS' REPORT

Our response

We evaluated the competency and objectivity of the external valuers and made enquiries of the external valuers to understand their valuation approach, the assumptions and basis of valuation applied.

We considered the valuation methods used, which included the discounted cash flow method, capitalisation method and direct comparison method, against those applied for similar property types.

We assessed the reasonableness of the key assumptions used in the valuations which included a comparison of the discount rates, terminal yield rates, capitalisation rates, price per square foot and price per room, against historical trends and available industry data, taking into consideration comparability and market factors.

We also considered the adequacy of the disclosures in the financial statements in describing the inherent degree of subjectivity and the key assumptions used in the valuations.

Our findings

The external valuers are members of professional bodies for valuers and have considered their own independence in carrying out their work.

The valuation methods used are in line with generally accepted market practices and the key assumptions used in the valuations are within range of available industry data, the additional factors considered by the external valuers were consistent with other corroborative evidence.

We also found the disclosures in the financial statements to be appropriate in their description of the degree of subjectivity inherent in the key assumptions used in the valuations, including the inter-relationship between the key unobservable inputs and the fair values.

Other information

QUE REIT Management Pte. Ltd. (formerly known as *QUE Commercial REIT Management Pte. Ltd.*), the Manager of the Trust ("the Manager"), is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report except for the Statistics of Unitholdings ("the Report") which is expected to be made available to us after that date.

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information that we obtained prior to the date of this auditors' report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the Report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to the Manager and take appropriate actions in accordance with SSAs.

Responsibilities of the Manager for the financial statements

The Manager is responsible for the preparation and fair presentation of these financial statements in accordance with the recommendations of RAP 7 issued by the Institute of Singapore Chartered Accountants, and for such internal controls as the Manager determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Manager 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 the Manager either intends to terminate the Group or to cease operations of the Group, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 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 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 the Manager.
- Conclude on the appropriateness of the Manager'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 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 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 consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

INDEPENDENT AUDITORS' REPORT

We communicate with the Manager regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the Manager with a statement that we have complied with relevant ethical requirements regarding independence, and communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the Manager, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless the law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditors' report is Lee Chin Siang Barry.

KPMG LLP

*Public Accountants and
Chartered Accountants*

Singapore

8 March 2024

STATEMENTS OF FINANCIAL POSITION

As at 31 December 2023

		Group		Trust	
	Note	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Non-current assets					
Plant and equipment		193	221	–	–
Investment properties	4	5,630,357	5,539,164	930,000	930,000
Investments in subsidiaries	6	–	–	2,683,406	2,553,963
Investment in joint venture	7	353,719	347,332	316,878	316,878
Financial derivatives	8	–	21,590	–	6,657
Trade and other receivables	9	4,805	4,334	–	–
Loans to a subsidiary	10	–	–	32,100	55,000
		5,989,074	5,912,641	3,962,384	3,862,498
Current assets					
Trade and other receivables	9	22,138	20,592	4,852	3,083
Cash and cash equivalents	11	54,225	49,482	3,274	3,749
Financial derivatives	8	3,274	6,390	869	2,099
		79,637	76,464	8,995	8,931
Total assets		6,068,711	5,989,105	3,971,379	3,871,429
Non-current liabilities					
Loans and borrowings	12	2,055,119	1,721,841	794,797	792,468
Trade and other payables	13	41,655	39,878	11,862	11,467
Financial derivatives	8	244	–	244	–
Deferred tax liabilities	14	64,356	76,109	–	–
Lease liability		22,716	25,146	–	–
		2,184,090	1,862,974	806,903	803,935
Current liabilities					
Loans and borrowings	12	–	327,618	–	–
Trade and other payables	13	90,340	76,271	24,564	28,920
Current tax liabilities		16,151	14,741	–	–
Lease liability		100	134	–	–
		106,591	418,764	24,564	28,920
Total liabilities		2,290,681	2,281,738	831,467	832,855
Net assets		3,778,030	3,707,367	3,139,912	3,038,574

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF FINANCIAL POSITION

As at 31 December 2023

		Group		Trust	
	Note	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Represented by:					
Unitholders' funds		3,311,192	3,240,073	2,927,603	2,826,265
Convertible Perpetual Preferred Units ("CPPU") holder's funds	15	212,309	212,309	212,309	212,309
		3,523,501	3,452,382	3,139,912	3,038,574
Non-controlling interests	6	254,529	254,985	–	–
		3,778,030	3,707,367	3,139,912	3,038,574
Units in issue and to be issued ('000)	16	5,492,950	5,470,950	5,492,950	5,470,950
Net asset value per Unit (\$)	17	0.60	0.59	0.53	0.52

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF TOTAL RETURN

Year ended 31 December 2023

		Group		Trust	
	Note	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Revenue	18	285,055	241,507	147,853	143,029
Property operating expenses	19	(50,088)	(44,592)	(10,125)	(10,594)
Net property income		234,967	196,915	137,728	132,435
Other income	20	–	8,766	–	8,766
Amortisation of intangible assets	5	–	(3,750)	–	(3,750)
Write-off of intangible assets	5	–	(5,417)	–	(5,417)
Manager's management fees	21	(17,654)	(15,756)	(17,654)	(15,756)
Trustee's fee		(961)	(998)	(961)	(935)
Other expenses		(611)	(2,755)	(891)	(615)
Finance income		3,004	27,001	3,408	8,738
Finance cost		(114,847)	(81,967)	(38,450)	(29,228)
Net finance costs	22	(111,843)	(54,966)	(35,042)	(20,490)
Net income		103,898	122,039	83,180	94,238
Net change in fair value of investment properties	4	87,474	139,727	1,909	26,708
Reversal of impairment loss on investment in subsidiaries	6	–	–	129,747	94,873
Share of results from joint venture	7	16,886	37,108	–	–
Total return for the year before tax	23	208,258	298,874	214,836	215,819
Tax expense	24	(2,479)	(11,191)	–	–
Total return for the year		205,779	287,683	214,836	215,819
Total return attributable to:					
Unitholders and CPPU holder		200,109	275,574	214,836	215,819
Non-controlling interests		5,670	12,109	–	–
		205,779	287,683	214,836	215,819
Earnings per Unit (cents)					
Basic	25	3.61	5.01		
Diluted	25	3.45	4.77		

The accompanying notes form an integral part of these financial statements.

DISTRIBUTION STATEMENTS

Year ended 31 December 2023

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Amount available for distribution to Unitholders at beginning of the year	59,938	77,334	59,938	77,334
Total return for the year attributable to Unitholders and CPPU holder	200,109	275,574	214,836	215,819
Less: Amount reserved for distribution to CPPU holder	(2,200)	(2,200)	(2,200)	(2,200)
Less: Amount retained for working capital requirements	(8,000)	(6,000)	(8,000)	(6,000)
Distribution adjustments (Note A)	(74,602)	(155,748)	(89,329)	(95,993)
Amount available for distribution for the year	115,307	111,626	115,307	111,626
Add: Amount released*	–	4,600	–	4,600
Amount to be distributed to Unitholders (Note B)	115,307	116,226	115,307	116,226
Distributions to Unitholders:				
- Distribution of 1.37 cents per Unit for the period from 1/7/2021 to 31/12/2021	–	(74,661)	–	(74,661)
- Distribution of 1.08 cents per Unit for the period from 1/1/2022 to 30/06/2022	–	(58,961)	–	(58,961)
- Distribution of 1.04 cents per Unit for the period from 1/7/2022 to 31/12/2022	(56,897)	–	(56,897)	–
- Distribution of 1.05 cents per Unit for the period from 1/1/2023 to 30/06/2023	(57,535)	–	(57,535)	–
	(114,432)	(133,622)	(114,432)	(133,622)
Amount available for distribution to Unitholders at the end of the year	60,813	59,938	60,813	59,938
Distribution per Unit ("DPU") (cents)	2.09	2.12	2.09	2.12

* In 2022, the Group released \$4.6 million capital distribution from divestment of OUE Bayfront.

The accompanying notes form an integral part of these financial statements.

Note A – Distribution adjustments

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Net change in fair value of investment properties	(87,474)	(139,727)	(1,909)	(26,708)
Amortisation of intangible assets	–	3,750	–	3,750
Write-off of intangible assets	–	5,417	–	5,417
Amortisation of debt-related transaction costs	5,667	14,740	2,329	2,174
Net change in fair value of financial derivatives	21,267	(1,778)	3,471	(5,920)
Ineffective portion of changes in fair value of cash flow hedges	(2,040)	(2,177)	(862)	(374)
Hedging reserve transferred to unitholders' funds due to discontinuation of hedge accounting	–	(22,058)	–	–
Manager's management fees paid/payable in Units	6,179	7,878	6,179	7,878
Trustee's fee	961	998	961	935
Foreign exchange differences	44	149	(1)	1
Deferred tax credit	(10,023)	(1,222)	–	–
Straight-lining of lease incentives	(3,017)	(1,986)	(219)	–
Transfer to statutory reserve	(1,064)	(1,207)	–	–
Net income of subsidiaries and joint venture not distributed to the Trust	–	–	29,692	11,482
Reversal of impairment loss on investment in subsidiaries	–	–	(129,747)	(94,873)
Other items	(5,102)	(18,525)	777	245
Distribution adjustments	(74,602)	(155,748)	(89,329)	(95,993)

Note B – Amount to be distributed to Unitholders

	Group and Trust	
	2023 \$'000	2022 \$'000
Comprises:		
- From operations	93,335	79,470
- From tax exempt income	16,684	21,803
- From Unitholders' contribution	5,288	14,953
	115,307	116,226

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

Year ended 31 December 2023

	← Attributable to →		Total \$'000	Non- controlling interests \$'000	Total \$'000
	Unitholders \$'000	CPPU holder \$'000			
Group					
Net assets attributable to owners at 1 January 2023	3,240,073	212,309	3,452,382	254,985	3,707,367
Operations					
Total return for the year	200,109	–	200,109	5,670	205,779
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	–	–	–
Net increase in net assets resulting from operations	197,909	2,200	200,109	5,670	205,779
Transactions with owners					
Issue of new Units:					
- Manager's management fees paid/ payable in Units	6,179	–	6,179	–	6,179
Distributions paid to Unitholders	(114,432)	–	(114,432)	–	(114,432)
Distributions paid to CPPU Holder	–	(2,200)	(2,200)	–	(2,200)
Distributions paid to non-controlling interests	–	–	–	(6,000)	(6,000)
Net decrease in net assets resulting from transactions with owners	(108,253)	(2,200)	(110,453)	(6,000)	(116,453)
Movement in foreign currency translation reserve	(13,581)	–	(13,581)	–	(13,581)
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	9,234	–	9,234	–	9,234
Hedging reserve transferred to statement of total return	(12,353)	–	(12,353)	(126)	(12,479)
Share of movement in hedging reserve of joint venture	(1,837)	–	(1,837)	–	(1,837)
Net movement in hedging transactions	(4,956)	–	(4,956)	(126)	(5,082)
At 31 December 2023	3,311,192	212,309	3,523,501	254,529	3,778,030

The accompanying notes form an integral part of these financial statements.

	← Attributable to →				
	Unitholders \$'000	CPPU holder \$'000	Total \$'000	Non- controlling interests \$'000	Total \$'000
Group					
Net assets attributable to owners at 1 January 2022	3,127,996	212,309	3,340,305	248,210	3,588,515
Operations					
Total return for the year	275,574	–	275,574	12,109	287,683
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	–	–	–
Net increase in net assets resulting from operations	273,374	2,200	275,574	12,109	287,683
Transactions with owners					
Issue of new Units:					
- Manager's management fees paid/ payable in Units	7,878	–	7,878	–	7,878
Distributions paid to Unitholders	(133,622)	–	(133,622)	–	(133,622)
Distributions paid to CPPU Holder	–	(2,200)	(2,200)	–	(2,200)
Distributions paid to non-controlling interests	–	–	–	(6,000)	(6,000)
Net decrease in net assets resulting from transactions with owners	(125,744)	(2,200)	(127,944)	(6,000)	(133,944)
Movement in foreign currency translation reserve	(48,544)	–	(48,544)	–	(48,544)
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	7,291	–	7,291	520	7,811
Hedging reserve transferred to statement of total return	1,879	–	1,879	146	2,025
Share of movement in hedging reserve of joint venture	3,821	–	3,821	–	3,821
Net movement in hedging transactions	12,991	–	12,991	666	13,657
At 31 December 2022	3,240,073	212,309	3,452,382	254,985	3,707,367

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

Year ended 31 December 2023

	← Attributable to →		
	Unitholders \$'000	CPPU holder \$'000	Total \$'000
Trust			
Net assets attributable to owners at 1 January 2023	2,826,265	212,309	3,038,574
Operations			
Total return for the year	214,836	–	214,836
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	–
Net increase in net assets resulting from operations	212,636	2,200	214,836
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	6,179	–	6,179
Distributions paid to Unitholders	(114,432)	–	(114,432)
Distributions paid to CPPU holder	–	(2,200)	(2,200)
Net decrease in net assets resulting from transactions with owners	(108,253)	(2,200)	(110,453)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	(503)	–	(503)
Hedging reserve transferred to statement of total return	(2,542)	–	(2,542)
Net movement in hedging transactions	(3,045)	–	(3,045)
At 31 December 2023	2,927,603	212,309	3,139,912

The accompanying notes form an integral part of these financial statements.

	← Attributable to →		
	Unitholders \$'000	CPPU holder \$'000	Total \$'000
Trust			
Net assets attributable to owners at 1 January 2022	2,732,611	212,309	2,944,920
Operations			
Total return for the year	215,819	–	215,819
Less: Amount reserved for distribution to CPPU holder	(2,200)	2,200	–
Net increase in net assets resulting from operations	213,619	2,200	215,819
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	7,878	–	7,878
Distributions paid to Unitholders	(133,622)	–	(133,622)
Distributions paid to CPPU holder	–	(2,200)	(2,200)
Net decrease in net assets resulting from transactions with owners	(125,744)	(2,200)	(127,944)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	4,561	–	4,561
Hedging reserve transferred to statement of total return	1,218	–	1,218
Net movement in hedging transactions	5,779	–	5,779
At 31 December 2022	<u>2,826,265</u>	<u>212,309</u>	<u>3,038,574</u>

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2023

Description of property	Leasehold tenure	Location
Singapore		
QUE Downtown Office QUE Downtown is a mixed-use development comprising a 50-storey building (QUE Downtown 1) and a 37-storey building (QUE Downtown 2), a retail podium and a multi-storey car park The Group owns the office components of QUE Downtown (QUE Downtown Office), comprising QUE Downtown 1 (Strata Lot U4628V) and QUE Downtown 2 (Strata Lot U4629P)	QUE Downtown 1 and QUE Downtown 2: 99-year lease from 19 July 1967	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815
One Raffles Place An integrated commercial development comprising One Raffles Place Tower 1, One Raffles Place Tower 2 and One Raffles Place Shopping Mall The Group has an effective interest of 67.95% in One Raffles Place	One Raffles Place Tower 1: 841-year lease from 1 November 1985 One Raffles Place Tower 2: 99-year lease from 26 May 1983 One Raffles Place Shopping Mall: the retail podium straddles two land plots: – approximately 75% of the net lettable area ("NLA") of the retail podium is on a 99-year lease from 1 November 1985 – the balance 25% of the NLA of the retail podium is on a 841-year lease from 1 November 1985	1 Raffles Place, One Raffles Place, Singapore 048616

The accompanying notes form an integral part of these financial statements.

Remaining Term of Lease as at 31/12/2023	Existing use	← Group →			
		Carrying value at 31/12/2023 \$'000	Percentage of Unitholders' funds at 31/12/2023 %	Carrying value at 31/12/2022 \$'000	Percentage of Unitholders' funds at 31/12/2022 %
43 years	Commercial	930,000	28	930,000	29
803 years	Commercial	1,909,000	58	1,909,000	59
59 years					
61 years					
804 years					

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2023

Description of property	Leasehold tenure	Location
Crowne Plaza Changi Airport An airport hotel situated within the vicinity of passenger terminals of Singapore Changi Airport and is connected to Jewel Changi Airport via a pedestrian bridge from Terminal 3.	74-year lease from 1 July 2009	75 Airport Boulevard, Singapore 819664
Hilton Singapore Orchard A hotel with 1,080 rooms located in Orchard Road.	99-year lease from 1 July 1957	333 Orchard Road, Singapore 238867
Mandarin Gallery High-end retail mall with 152-metre frontage situated along Orchard Road.	99-year lease from 1 July 1957	333A Orchard Road, Singapore 238897
Shanghai Lippo Plaza A 36-storey commercial building with retail podium at Shanghai, China excluding: (i) Unit 2 in Basement 1, (ii) the 12 th , 13 th , 15 th and 16 th floors and (iii) 4 car park lots	50-year land use right commencing from 2 July 1994	222 Huaihai Zhong Road, Huangpu District, Shanghai, PRC 200021

Investment properties, at valuation (Note 4)

Investment in joint venture (Note 7)

Other assets and liabilities (net)

Net assets of the Group

Net assets attributable to CPPU holder

Net assets attributable to non-controlling interests

Unitholders' funds

The carrying value of Lippo Plaza as at 31 December 2023 in Renminbi is RMB 2,400,000,000 (2022: RMB 2,640,000,000).

The properties are leased to third parties except as otherwise stated in Note 18. Generally, the leases contain an initial non-cancellable period of 1 to 10 years (2022: 1 to 10 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of these financial statements.

Remaining Term of Lease as at 31/12/2023	Existing use	Group			
		Carrying value at 31/12/2023 \$'000	Percentage of Unitholders' funds at 31/12/2023 %	Carrying value at 31/12/2022 \$'000	Percentage of Unitholders' funds at 31/12/2022 %
60 years	Hotel	519,000	15	460,200	14
33 years	Hotel	1,346,000	41	1,250,000	39
33 years	Retail	453,500	14	453,900	13
21 years	Commercial	449,041	13	509,784	16
		5,606,541	169	5,512,884	170
		353,719	11	347,332	11
		(2,182,230)	(66)	(2,152,849)	(66)
		3,778,030	114	3,707,367	115
		(212,309)	(6)	(212,309)	(7)
		(254,529)	(8)	(254,985)	(8)
		3,311,192	100	3,240,073	100

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 31 December 2023

Description of property	Leasehold tenure	Location
Singapore		
OUE Downtown Office OUE Downtown is a mixed-use development comprising a 50-storey building (OUE Downtown 1) and a 37-storey building (OUE Downtown 2), a retail podium and a multi-storey car park The Trust owns the office components of OUE Downtown (OUE Downtown Office), comprising OUE Downtown 1 (Strata Lot U4628V) and OUE Downtown 2 (Strata Lot U4629P)	OUE Downtown 1 and OUE Downtown 2: 99-year lease from 19 July 1967	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815

Investment properties, at valuation (Note 4)

Investment in joint venture (Note 7)

Other assets and liabilities (net)

Net assets of the Trust

Net assets attributable to CPPU holder

Unitholders' funds

The properties are leased to third parties except as otherwise stated in Note 18. Generally, the leases contain an initial non-cancellable period of 1 to 6 years (2022: 1 to 6 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of these financial statements.

Remaining Term of Lease as at 31/12/2023	Existing use	Trust			
		Carrying value at 31/12/2023 \$'000	Percentage of Unitholders' funds at 31/12/2023 %	Carrying value at 31/12/2022 \$'000	Percentage of Unitholders' funds at 31/12/2022 %
43 years	Commercial	930,000	32	930,000	33
		930,000	32	930,000	33
		316,878	11	316,878	12
		1,893,034	64	1,791,696	63
		3,139,912	107	3,038,574	108
		(212,309)	(7)	(212,309)	(8)
		2,927,603	100	2,826,265	100

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended 31 December 2023

	Group	
	2023 \$'000	2022 \$'000
Cash flows from operating activities		
Total return for the year	205,779	287,683
Adjustments for:		
Amortisation of intangible assets	–	3,750
Write-off of intangible assets	–	5,417
Depreciation of plant and equipment	66	84
Finance costs	114,805	81,818
Finance income	(3,004)	(27,001)
Manager's fees paid/payable in Units	6,179	7,878
Net change in fair value of investment properties	(87,474)	(139,727)
Share of results from joint venture	(16,886)	(37,108)
Loss on disposal of plant and equipment	(162)	2
Allowance for doubtful receivables	–	97
Tax expense	2,479	11,191
Operating income before working capital changes	221,782	194,084
Changes in:		
- Trade and other receivables	(1,139)	941
- Trade and other payables	3,997	124
Cash generated from operations	224,640	195,149
Tax paid	(11,253)	(11,615)
Net cash from operating activities	213,387	183,534
Cash flows from investing activities		
Additions to plant and equipment	(40)	(167)
Payment for capital expenditure on investment properties	(10,568)	(47,639)
Dividends received from joint venture	8,662	15,653
Interest received	3,404	1,305
Net cash from/(used in) investing activities	1,458	(30,848)
Cash flows from financing activities		
Distributions paid to Unitholders	(114,432)	(133,622)
Distributions paid to CPPU holder	(2,200)	(2,200)
Distributions paid to non-controlling interests	(6,000)	(6,000)
Interest paid	(85,296)	(65,289)
Payment of transaction costs related to borrowings	(2,007)	(13,024)
Payment of lease liability	(1,009)	(1,000)
Proceeds from bank loans	446,882	1,233,000
Proceeds from issuance of Notes	–	150,000
Repayment of bank loans	(444,882)	(1,320,985)
Net cash used in financing activities	(208,944)	(159,120)

The accompanying notes form an integral part of these financial statements.

	Note	Group	
		2023 \$'000	2022 \$'000
Net increase/(decrease) in cash and cash equivalents		5,901	(6,434)
Cash and cash equivalents at beginning of the year		49,482	59,549
Effect of exchange rate fluctuations on cash held		(1,158)	(3,633)
Cash and cash equivalents at end of the year	11	54,225	49,482

Significant non-cash transactions

During the year, there were the following significant non-cash transactions:

Financial year ended 31 December 2023

- a total of 21,999,691 Units, amounting to \$6,179,000, were or would be issued to the Manager as satisfaction of the Manager's management fees for the financial year.

Financial year ended 31 December 2022

- a total of 21,265,471 Units, amounting to \$7,878,000, were or would be issued to the Manager as satisfaction of the Manager's management fees for the financial year.

The accompanying notes form an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

These notes form an integral part of the financial statements.

The financial statements were authorised for issue by the Manager and the Trustee on 8 March 2024.

1 GENERAL

With effect from 29 January 2024, OUE Commercial Real Estate Investment Trust was renamed to OUE Real Estate Investment Trust.

OUE Real Estate Investment Trust (the "Trust") is a Singapore-domiciled unit trust constituted pursuant to the trust deed dated 10 October 2013 (as amended) (the "Trust Deed") between OUE REIT Management Pte. Ltd. (the "Manager") and DBS Trustee Limited (the "Trustee"). The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee is under a duty to take into custody and hold the assets of the Trust and its subsidiaries (the "Group") in trust for the holders ("Unitholders") of units in the Trust (the "Units").

The Trust was admitted to the Official List of Singapore Exchange Securities Trading Limited (the "SGX-ST") on 27 January 2014 (the "Listing Date").

Effective from 1 March 2022, pursuant to the Supplementary Deed of Retirement and Appointment of Trustee dated 4 January 2022, RBC Investor Services Trust Singapore Limited has retired as the Sub-Trust Trustee of OUE Hospitality Sub-Trust and DBS Trustee Limited has been appointed as the Sub-Trust Trustee.

The principal activity of the Trust is to invest, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs and hospitality and/or hospitality-related purposes, within and outside of Singapore, as well as real estate-related assets. The principal activities of the subsidiaries are set out in Note 6.

The consolidated financial statements relate to the Trust and its subsidiaries (together referred to as the "Group" and individually as "Group entities").

The Group is regarded as a subsidiary of OUE Limited ("OUE") for financial reporting purposes. Accordingly, the ultimate holding company of the Trust is Lippo ASM Asia Property Limited, a company incorporated in the Cayman Islands.

Several service agreements were entered into in relation to the management of the Trust and its property operations. The fee structures of these services are as follows:

(a) Manager's fees

The Manager is entitled to receive the following remuneration:

- (i) a base fee of 0.3% per annum (or such lower percentage as may be determined by the Manager in its absolute discretion) of the value of the Deposited Property (as defined in the Trust Deed);
- (ii) a performance fee of 25% per annum of the difference in DPU (as defined in the Trust Deed) in a financial year with the DPU in the preceding full financial year (calculated before accounting for the performance fee but after accounting for the base fee in each financial year) multiplied by the weighted average number of Units in issue for such financial year. The performance fee is payable if the DPU in any financial year exceeds the DPU in the preceding financial year, notwithstanding that the DPU in the financial year in which the performance fee is payable may be less than the DPU in the financial year prior to any preceding financial year;

1 GENERAL (CONT'D)

(a) Manager's fees (cont'd)

- (iii) an acquisition fee of 0.75% of the acquisition price of an investment property for acquisitions from related parties and 1.0% of the acquisition price for all other cases;
- (iv) a divestment fee of 0.5% of the sale price of an investment property on all future disposals of properties; and
- (v) a development management fee of 3.0% of the total project costs incurred in a development project undertaken by the Manager on behalf of the Trust.

Any portion of the base fee payable in the form of Units is payable quarterly in arrears and any portion of the base fee payable in cash is payable monthly in arrears. The performance fee is paid annually in arrears, regardless of whether it is paid in the form of cash and/or Units. For the financial year ended 31 December 2023, 35% (2022: 50%) of the management base fee and 35% (2022: nil) of the management performance fee were payable in the form of Units.

The acquisition, divestment and development management fees are payable in the form of Units and/or cash as the Manager may elect, and such proportion as may be determined by the Manager.

(b) Fees under the property management agreements

OUE Bayfront and OUE Downtown are managed by OUE Commercial Property Management Pte. Ltd. ("the Commercial Property Manager") and Mandarin Gallery is managed by OUE Property Management Pte. Ltd. (the "Retail Property Manager" and collectively with the Commercial Property Manager, the "Property Managers").

Pursuant to the property management agreement between the Trust and the Commercial Property Manager in respect of OUE Bayfront, the following fees are payable:

- A property management fee of (a) 2% per annum of the gross revenue of the relevant property and (b) 2% of the gross revenue less property expenses ("Net Property Income") for the relevant property (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.5% per annum of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period) in respect of lease management services.

Pursuant to the property management agreement between the Trust and the Commercial Property Manager in respect of OUE Downtown, the following fees are payable:

- A property management fee of (a) 1% per annum of the gross revenue of the relevant property and (b) 1% of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.25% per annum of the Net Property Income for the relevant property (calculated before accounting for the property management fee in that financial period) in respect of lease management services.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

1 GENERAL (CONT'D)

(b) Fees under the property management agreements (cont'd)

The Commercial Property Manager is also entitled to a project management fee at a scale of between 1.35% to 3.0% of the construction cost or a fee to be mutually agreed in writing between the Manager, the Trustee and the Commercial Property Manager. During the financial year, no project management services were provided by the Commercial Property Manager. Where development management fees are payable to the Manager, there will not be any project management fees payable to the Commercial Property Manager and vice versa.

Pursuant to the property management agreement between OUE Hospitality Sub-Trust and the Retail Property Manager in respect of Mandarin Gallery and the certain commercial areas of Hilton Singapore Orchard, the following fees are payable:

- A property management fee of (a) 2% per annum of the gross revenue of Mandarin Gallery and certain commercial areas of Hilton Singapore Orchard; and (b) 2% per annum of the Net Property Income of Mandarin Gallery and certain commercial areas of Hilton Singapore Orchard (calculated before accounting for the property management fee in that financial period); and
- A lease management fee of 0.5% per annum of the Net Property Income of Mandarin Gallery (calculated before accounting for the property management fee in that financial period), in respect of lease management services.

The property and lease management fees are payable monthly in arrears.

(c) Trustee's fee

The Trust

Pursuant to the Trust Deed, the Trustee's fee shall not exceed 0.1% per annum of the value of the Deposited Property or such higher percentage as may be fixed by an extraordinary resolution of a meeting of Unitholders. The Trustee's fee is presently charged at a scaled basis of up to 0.02% per annum of the value of the Deposited Property (subject to a minimum of \$30,000 per month). The Trustee's fee is payable out of the Deposited Property on a monthly basis, in arrears. The Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Trust Deed.

The Sub-trust

Pursuant to the Sub-trust Deed, the Sub-trust Trustee's fee shall not exceed 0.1% per annum of the value of Sub-trust's Deposited Property. The Sub-trust Trustee's fee is payable out of Sub-trust's Deposited Property on a monthly basis, in arrears. The Sub-trust Trustee's fee is presently charged on a scaled basis of up to 0.02% per annum of the value of the Sub-trust Deposited Property (subject to a minimum of \$20,000 per month). The Sub-trust Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Sub-trust Deed.

Following the change in Sub-Trust Trustee on 1 March 2022, the Sub-trust Trustee's fee has been consolidated and borne by the Trust.

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with the Statement of Recommended Accounting Practice ("RAP") 7 *Reporting Framework for Unit Trusts* issued by the Institute of Singapore Chartered Accountants, the applicable requirements of the Code on Collective Investment Schemes (the "CIS Code") issued by the Monetary Authority of Singapore (the "MAS") and the provisions of the Trust Deed. RAP 7 requires the accounting policies to generally comply with the recognition and measurement principles of Singapore Financial Reporting Standards ("FRS").

The changes to material accounting policies are described in Note 2.5.

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis, except as described below.

2.3 Functional and presentation currency

The financial statements are presented in Singapore dollars, which is the functional currency of the Trust. All financial information presented in Singapore dollars has been rounded to the nearest thousand, unless otherwise stated.

2.4 Use of estimates and judgments

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and 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 effected.

Information about assumptions and estimation uncertainties that have the most significant effect on the amounts recognised in the financial statements is described in Note 4 – valuation of investment properties.

Measurement of fair values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established process with respect to the measurement of fair values.

The Manager reviews significant unobservable inputs and valuation adjustments. If third party information is used to measure fair values, then the Manager assesses and documents the evidence obtained from the third parties to support the conclusion that such valuations meet the requirements of FRS, including the level in the fair value hierarchy in which such valuations should be classified.

Significant valuation issues are reported to the Audit and Risk Committee.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

2 BASIS OF PREPARATION (CONT'D)

2.4 Use of estimates and judgments (cont'd)

Measurement of fair values (cont'd)

When measuring the fair value of an asset or a liability, the Group uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1 : quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 : inputs other than quoted prices included in 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).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The Group recognises transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 4 – investment properties
- Note 27 – financial instruments

2.5 Changes in material accounting policies

New accounting standards and amendments

The Group has applied the following FRSs, and amendments to FRSs for the first time for the annual period beginning on 1 January 2023:

- FRS 117: *Insurance Contracts*
- Amendments to FRS 12: *Deferred tax related to Assets and Liabilities arising from a Single Transaction*
- Amendments to FRS 12: *International Tax Reform – Pillar Two Model Rules*
- Amendments to FRS 1 and FRS Practice Statement 2: *Disclosure of Accounting Policies*
- Amendments to FRS 8: *Definition of Accounting Estimates*

The application of these amendments to standards and interpretations does not have a material effect on the financial statements.

2 BASIS OF PREPARATION (CONT'D)

2.5 Changes in material accounting policies (cont'd)

New accounting standards and amendments (cont'd)

Global minimum top-up tax

The Amendments to FRS 12: *International Tax Reform – Pillar Two Model Rules* provide a temporary mandatory exception from deferred tax accounting for the top-up tax that may arise from the jurisdictional adoption of the Pillar Two model rules published by the Organisation for Economic Co-operation and Development (OECD), and require new disclosures about the Pillar Two tax exposure.

The mandatory exception is effective immediately and applies retrospectively. However, the amendments have no impact on the Group as the Group's consolidated revenue is less than EUR 750 million/year and it is not in scope of the Pillar Two model rules.

Material accounting policies information

The Group adopted the Amendments to FRS 1 and FRS Practice Statement 2: *Disclosure of Accounting Policies* from 1 January 2023. Although the amendments did not result in any changes to the accounting policies themselves, they impacted the accounting policy information disclosed in the financial statements.

The amendments require the disclosure of 'material', rather than 'significant', accounting policies. The amendments also provide guidance on the application of materiality to disclosure of accounting policies, assisting entities to provide useful, entity-specific accounting policy information that users need to understand other information in the financial statements.

Management reviews the accounting policies and made updates to the information disclosed in Note 3 Material accounting policies (2022: Significant accounting policies) in certain instance in line with the amendments.

3 MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied by the Group entities consistently to all the periods presented in these financial statements, except as explained in Note 2.5, which addresses changes in accounting policies.

3.1 Investment properties

Investment properties are properties held either to earn rental income or for capital appreciation or both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Investment properties are measured at cost on initial recognition and subsequently at fair value with any change therein recognised in the statement of total return.

The cost of a purchased property comprises its purchase price and any directly attributable expenditure, including transaction costs. Fair value is determined in accordance with the Trust Deed, which requires the investment properties to be valued by independent registered valuers at least once a year, in accordance with the CIS Code issued by the MAS.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in the statement of total return.

The investment properties are subject to continued maintenance and regularly revalued on the basis set out above. For income tax purposes, the Group may claim capital allowances on assets that qualify as plant and machinery under the Income Tax Act.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments

Recognition and initial measurement

Non-derivative financial assets and financial liabilities

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to its acquisition or issue. A trade receivable without a significant financing component is initially measured at the transaction price.

Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, a financial asset is classified and measured at amortised cost or FVTPL.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at FVTPL

All financial assets not classified as measured at amortised cost or fair value through other comprehensive income ("FVOCI") are measured at FVTPL. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Financial assets: Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- how the performance of the portfolio is evaluated and reported to the Group's management; and
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed.

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments (cont'd)

Classification and subsequent measurement (cont'd)

Non-derivative financial assets: Assessment whether contractual cash flows are solely payments of principal and interest

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable rate features;
- prepayment and extension features; and
- terms that limit the Group's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the sole payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual par amount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

Non-derivative financial assets: Subsequent measurement and gains and losses

Financial assets at amortised cost

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in the statement of total return. Any gain or loss on derecognition is recognised in the statement of total return.

Financial assets at FVTPL

These assets are subsequently measured at fair value. Net gains and losses are recognised in the statement of total return.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments (cont'd)

Classification and subsequent measurement (cont'd)

Non-derivative financial liabilities: Classification, subsequent measurement and gains and losses

Financial liabilities are classified and measured at amortised cost.

Other financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in the statement of total return.

(i) Derecognition

Financial assets

The Group derecognises a financial asset when:

- the contractual rights to the cash flows from the financial asset expire; or
- it transfers the rights to receive the contractual cash flows in a transaction in which either:
 - substantially all of the risks and rewards of ownership of the financial asset are transferred; or
 - the Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Transferred assets are not derecognised when the Group enters into transactions whereby it transfers assets recognised in its statements of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expire. The Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in the statement of total return.

Interest rate benchmark reform

When the basis for determining the contractual cash flows of a financial asset or financial liability measured at amortised cost changed as a result of interest rate benchmark reform, the Group updated the effective interest rate of the financial asset or financial liability to reflect the change that is required by the reform. No immediate gain or loss was recognised. A change in the basis for determining the contractual cash flows is required by the interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and
- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e the basis immediately before the change.

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments (cont'd)

Classification and subsequent measurement (cont'd)

Non-derivative financial liabilities: Classification, subsequent measurement and gains and losses (cont'd)

(i) Derecognition (cont'd)

Interest rate benchmark reform (cont'd)

When changes were made to a financial asset or financial liability in addition to changes to the basis for determining the contractual cash flows required by interest rate benchmark reform, the Group first updated the effective interest rate of the financial asset or financial liability to reflect the change that is required by interest rate benchmark reform. After that, the Group applies the policies on accounting for modifications to the additional charges.

(ii) Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(iii) Derivative financial instruments and hedge accounting

The Group holds derivative financial instruments to hedge its 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 certain criteria are met.

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in the statement of total return as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in the statement of total return.

The Group designates certain derivatives and non-derivative financial instruments as hedging instruments in qualifying hedging relationships.

Hedges directly affected by interest rate benchmark reform

Phase 2 amendments: Replacement of benchmark interest rates – when there is no longer uncertainty arising from interest rate benchmark reform

When the basis for determining the contractual cash flows of the hedged item or the hedging instrument changed as a result of interest rate benchmark reform and therefore there is no longer uncertainty arising about the cash flows of the hedged item or the hedging instrument, the Group amended the hedge documentation of that hedging relationship to reflect the change(s) required by interest rate benchmark reform. A change in the basis for determining the contractual cash flows is required by interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and
- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e. the basis immediately before the change.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments (cont'd)

(iv) Derivative financial instruments and hedge accounting (cont'd)

Hedges directly affected by interest rate benchmark reform (cont'd)

Phase 2 amendments: Replacement of benchmark interest rates – when there is no longer uncertainty arising from interest rate benchmark reform (cont'd)

For this purpose, the hedge designation was amended only to make one or more of the following changes:

- designating an alternative benchmark rate as the hedged risk;
- updating the description of hedged item, including the description of the designated portion of the cash flows or fair value being hedged; or
- updating the description of the hedging instrument.

The Group amended the description of the hedging instrument only if the following conditions were met:

- it makes a change required by interest rate benchmark reform by changing the basis for determining the contractual cash flows of the hedging instrument or using another approach that is economically equivalent to changing the basis for determining the contractual cash flows of the original hedging instrument; and
- the original hedging instrument is not derecognised.

The Group amended the formal hedge documentation by the end of the reporting period during which a change required by interest rate benchmark reform is made to the hedged risk, hedged item or hedging instrument. These amendments in the formal hedge documentation do not constitute the discontinuation of the hedging relationship or the designation of a new hedging relationship.

If changes are made in addition to those changes required by interest rate benchmark reform described above, then the Group first considered whether those additional changes result in the discontinuation of the hedge accounting relationship. If the additional changes did not result in discontinuation of the hedge accounting relationship, then the Group amended the formal hedge documentation for changes required by interest rate benchmark reform as mentioned above.

When the interest rate benchmark on which the hedged future cash flows had been based was changed as required by interest rate benchmark reform, for the purpose of determining whether the hedged future cash flows are expected to occur, the Group deemed that the hedging reserve recognised in unitholders' funds for that hedging relationship is based on the alternative benchmark rate on which the hedged future cash flows will be based.

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 interest rates.

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.2 Financial instruments (cont'd)

(iv) Derivative financial instruments and hedge accounting (cont'd)

Cash flow hedges (cont'd)

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 unitholders' funds and accumulated in the hedging reserve. The effective portion of changes in the fair value of the derivative that is recognised in unitholders' funds is limited to the cumulative change in fair value of the hedged item, determined on a present value basis, from inception of the hedge. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in the statement of total return.

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 and the cost of hedging reserve remains in unitholders' funds until it is reclassified to the statement of total return in the same period or periods as the hedged expected future cash flows affect the statement of total return.

If the hedged future cash flows are no longer expected to occur, then the amounts that have been accumulated in the hedging reserve and the cost of hedging reserve are immediately reclassified to the statement of total return.

3.3 Impairment

Non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment property, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amounts are estimated. An impairment loss is recognised if the carrying amount of an asset or its 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 of disposal. 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 generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU.

Impairment losses are recognised in the statement of total return.

Impairment losses recognised in prior periods are assessed at each reporting date for any indications 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.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.4 Unitholders' funds

Unitholders' funds are classified as equity.

Issue costs relate to expenses incurred in connection with the issue of units. The expenses are deducted directly against unitholders' funds.

3.5 Convertible perpetual preferred units

The convertible perpetual preferred units do not have a maturity date and distribution payment is optional at the discretion of the Manager of the Trust. As the Trust does not have a contractual obligation to repay the principal nor make any distributions, the convertible perpetual preferred units are classified as equity.

Any distributions made are directly debited from equity. Incremental costs directly attributable to the issue of the convertible perpetual preferred units are deducted against the proceeds from the issue.

3.6 Revenue recognition

(i) Rental income

Rental income from investment properties is recognised in the statement of total return on a straight-line basis over the term of the lease. Lease incentives granted are recognised as an integral part of the total rental income, over the term of the lease. Variable rent is recognised as income in the accounting period in which it is earned and can be reliably estimated.

(ii) Service fee income

Revenue from servicing and maintaining the investment property is recognised on a time apportioned basis following the timing of satisfaction of performance obligations.

(iii) Car park income

Car park income consists of season and hourly parking income. Season parking income is recognised as it accrues on a time apportioned basis. Hourly parking income is recognised at a point of time upon the utilisation of car parking facilities.

(iv) Dividend income

Dividend income is recognised in the statement of total return on the date that the Trust's right to receive payment is established.

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.7 Finance income and finance costs

The Group's finance income and finance costs include:

- interest income;
- interest expense;
- the foreign currency gain or loss on financial assets and financial liabilities;
- amortisation of debt-related transaction costs;
- hedge ineffectiveness recognised in the statement of total return; and
- the reclassification of net gains and losses previously recognised in unitholders' funds on cash flow hedges of interest rate risk for borrowings.

Foreign currency gains and losses are reported on a net basis as either finance income or finance costs depending on whether foreign currency movements are in a net gain or net loss position.

Interest income or expense is recognised under the effective interest method.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial asset; or
- the amortised cost of the financial liability.

In calculating interest income and expense, the effective interest rate is applied to the gross carrying amount of the asset (when the asset is not credit-impaired) or to the amortised cost of the liability. However, for financial assets that have become credit-impaired subsequent to initial recognition, interest income is calculated by applying the effective interest rate to the amortised cost of the financial asset. If the asset is no longer credit-impaired, then the calculation of interest income reverts to the gross basis.

Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognised in the statement of total return using the effective interest method.

3.8 Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the statement of total return except to the extent that it relates to items recognised directly in unitholders' funds.

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.

Current tax assets and liabilities are offset only if certain criteria are met.

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; and
- temporary differences relating to investments in subsidiaries to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.8 Tax (cont'd)

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the reporting date, 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, and reflects uncertainty related to income taxes, if any.

Deferred tax assets and liabilities are offset only if certain criteria are met.

Deferred tax assets are recognised to the extent that it is probable that future taxable profits will be available against which they can be used. 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.

Tax Transparency Ruling

The Inland Revenue Authority of Singapore ("IRAS") has issued a Tax Transparency Ruling ("Ruling") to the Trust in respect of certain taxable income ("Specified Taxable Income"). Subject to meeting the terms and conditions of the Ruling which includes a distribution of at least 90% of the Specified Taxable Income of the Trust in the same year, the Trust will not be assessed to tax on the Specified Taxable Income distributed to the Unitholders. Instead, the Trustee and the Manager would undertake to deduct income tax at the prevailing corporate tax rate (currently at 17%) from distributions made to unitholders out of such Specified Taxable Income, except:

- (i) where the beneficial owners are individuals or qualifying unitholders, the Trustee and the Manager will make the distributions to such unitholders without deducting any income tax; or
- (ii) where the beneficial owners are qualifying non-resident non-individual unitholders, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions made up to 31 December 2025, unless the concession is extended; or
- (iii) where the beneficial owners are qualifying non-resident funds, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions made for the period from 1 July 2019 to 31 December 2025, unless the concession is extended.

The Ruling does not apply to gains from the sale of real properties. Such gains, when determined by the IRAS to be trading gains, are assessable to tax on the Trustee. Where the gains are capital gains, the Trustee will not be assessed to tax and may distribute the capital gains without tax being deducted at source.

Any distributions made by the Trust to the Unitholders out of tax-exempt income and taxed income would be exempt from Singapore income tax in the hands of all Unitholders, regardless of their corporate or residence status.

3 MATERIAL ACCOUNTING POLICIES (CONT'D)

3.9 Segment reporting

An operating segment is a component of the Group that engages in business activities from which they may earn revenue and incur expenses, including revenue and expenses that relate to transactions with any of the other components of the Group. All operating segments' operating results are reviewed regularly by the Board of Directors of the Manager to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results that are reported to the Board of Directors of the Manager include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly management fees and trust expenses.

3.10 New standards not yet adopted

A number of new standards and amendments to standards are not yet effective and have not been applied in preparing these financial statements. An explanation of the impact, if any, on adoption of these new requirements is provided in Note 33.

4 INVESTMENT PROPERTIES

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
At 1 January	5,539,164	5,409,748	930,000	902,000
Capital expenditure capitalised	22,460	40,436	819	1,292
Lease incentives	(554)	5,635	219	–
Fair value changes recognised in the statement of total return (unrealised)*	84,527	139,727	(1,038)	26,708
Translation differences	(15,240)	(56,382)	–	–
At 31 December	5,630,357	5,539,164	930,000	930,000

* Excludes the fair value gain of \$2,947,000 (2022: nil) arising from the reversal of unutilised income support related to the sale of OUE Bayfront in 2021, with total fair value changes recognised in the statement of total return amounting to \$87,474,000 (2022: \$139,727,000).

As at 31 December 2023, investment properties with a carrying amount of \$930,000,000 (2022: \$930,000,000) are pledged as security to secure bank loans (see Note 12).

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

4 INVESTMENT PROPERTIES (CONT'D)

Measurement of fair value

(i) Fair value hierarchy

The investment properties are stated at fair value at the reporting date.

Properties	Valuer
31 December 2023	
OUE Downtown Office	Savills Valuation and Professional Services (S) Pte Ltd
One Raffles Place	Savills Valuation and Professional Services (S) Pte Ltd
Crowne Plaza Changi Airport	Cushman & Wakefield VHS Pte Ltd
Hilton Singapore Orchard	Cushman & Wakefield VHS Pte Ltd
Mandarin Gallery	Cushman & Wakefield VHS Pte Ltd
Lippo Plaza	CBRE (Shanghai) Management Limited
31 December 2022	
OUE Downtown Office	Cushman & Wakefield VHS Pte Ltd
One Raffles Place	Cushman & Wakefield VHS Pte Ltd
Crowne Plaza Changi Airport	Savills Valuation and Professional Services (S) Pte Ltd
Hilton Singapore Orchard	Savills Valuation and Professional Services (S) Pte Ltd
Mandarin Gallery	Savills Valuation and Professional Services (S) Pte Ltd
Lippo Plaza	CBRE (Shanghai) Management Limited

The fair values were derived based on the discounted cash flow, capitalisation and direct comparison methods. The valuation methods involve certain estimates including those relating to discount rate, terminal yield rate, capitalisation rate, price per square foot and price per room. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

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. The capitalisation method capitalises an income stream into a present value using single-year capitalisation rate. The direct comparison method involves the analysis of comparable sales of similar properties, with adjustments made to differentiate the comparables in terms of location, area, quality and other relevant factors.

In relying on the valuation reports, the Manager has exercised its judgement and is satisfied that the valuation methods and estimates used are reflective of the current market conditions.

4 INVESTMENT PROPERTIES (CONT'D)

Measurement of fair value (cont'd)

(i) Fair value hierarchy

The fair value measurement of all of the Group's investment properties has been categorised as a Level 3 fair value based on the inputs to the valuation technique used (see Note 2.4).

	2023 \$'000	2022 \$'000
Fair value of investment properties (based on valuation report)	5,606,541	5,512,884
Add: Carrying amount of lease liability	22,816	25,280
Add: Prepayment of lease	1,000	1,000
Carrying amount of investment properties	5,630,357	5,539,164

(ii) Valuation techniques and significant unobservable inputs

The following table shows the Group's valuation techniques used in measuring the fair value of investment properties, as well as the significant unobservable inputs used.

Valuation techniques	Significant unobservable inputs	Commercial (Singapore)	Commercial (China)	Hospitality (Singapore)	Inter-relationship between key unobservable inputs and fair value measurement
<i>Discounted cash flow method</i>	Discount rate				The estimated fair value would increase/(decrease) if: • discount rate was lower (higher); • terminal yield rate was lower (higher).
	2023	6.5% - 7.0%	7.5%	7.0% - 7.25%	
	2022	6.8% - 7.0%	7.0%	6.8%	
	Terminal yield rate				
	2023	3.8% - 5.8%	4.8%	5.0% - 6.0%	
	2022	3.5% - 5.8%	4.3%	5.0% - 5.8%	
<i>Capitalisation method</i>	Capitalisation rate				The estimated fair value would increase/(decrease) if the capitalisation rate was lower (higher).
	2023	3.5% - 5.0%	4.5%	—*	
	2022	3.4% - 5.4%	4.0%	4.8% - 5.3%	
<i>Direct comparison method</i>	Price per square foot (psf)				The estimated fair value would increase/(decrease) if the price psf or per room was higher (lower).
	2023	\$1,755 - \$3,591	—	—	
	2022	\$1,755 - \$3,594	—	—	
	Price per room				
	2023	—	—	—*	
	2022	—	—	\$0.8 million - \$1.2 million	

* The valuation of hospitality properties in Singapore as of 31 December 2023 was carried out using the discounted cash flow method, taking into consideration the absence of any recent sales transactions during the year.

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Year ended 31 December 2023

5 INTANGIBLE ASSETS

	Group and Trust \$'000
Cost	
At 1 January 2022, 31 December 2022 and 31 December 2023	58,000
Amortisation and impairment loss	
At 1 January 2022	48,833
Amortisation for the year	3,750
Write-off for the year	5,417
At 31 December 2022 and 31 December 2023	58,000
Carrying amount	
At 1 January 2022	9,167
At 31 December 2022 and 31 December 2023	–

Intangible assets represent the unamortised income support receivable by the Group and the Trust under the Deed of Income Support entered into with Alkas Realty Pte. Ltd. ("Alkas"), related party of the Trust, in relation to OUE Downtown Office.

Pursuant to the terms of the Deed of Income Support on OUE Downtown Office, Alkas will provide income support on OUE Downtown Office of up to \$60 million for a period of 5 years from 1 November 2018 or the date when the total income support payments to the Trust exceeds \$60 million, whichever is earlier.

Under the Deed of Income Support on OUE Downtown Office, the Group and the Trust drew down \$8,766,000 in 2022 (Note 20).

As the income support has been fully drawn down in 2022, the remaining unamortised intangible assets of \$5,417,000 was written off accordingly.

6 INVESTMENTS IN SUBSIDIARIES

	2023 \$'000	Trust 2022 \$'000
Equity investments at cost	2,701,304	2,701,608
Less: Allowance for impairment loss	(17,898)	(147,645)
	2,683,406	2,553,963

The movement in the allowance for impairment loss on investment in subsidiaries are as follows:

	2023 \$'000	Trust 2022 \$'000
At 1 January	147,645	242,518
Reversal of impairment loss	(129,747)	(94,873)
At 31 December	17,898	147,645

6 INVESTMENTS IN SUBSIDIARIES (CONT'D)

The Trust has assessed the carrying amount of the investments in subsidiaries for indications of impairment annually. The recoverable amounts of the subsidiary were assessed based on fair value less costs to sell estimated using the revalued net assets of the subsidiary, taking into consideration the fair value of the underlying properties held by the subsidiary. Due to progressive recovery of tourism sector in Singapore, the recoverable amount of the subsidiary was determined to be higher than the carrying amount. As a result of the assessment, impairment loss of \$129,747,000 (2022: \$94,873,000) was reversed for the year ended 31 December 2023. The fair value measurement was categorised as level 3 on the fair value hierarchy.

Details of the subsidiaries are as follows:

Name of subsidiaries	Principal place of business/ Country of incorporation	Principal activities	Ownership interest	
			2023 %	2022 %
Direct subsidiaries				
OUE Eastern Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUE REIT Treasury Pte. Ltd. ⁽¹⁾ (formerly known as OUE CT Treasury Pte. Ltd.)	Singapore	Provision of financial services	100	100
Beacon Property Holdings Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUE Hospitality Sub-Trust ⁽¹⁾	Singapore	Property owner and investment holding	100	100
Indirect subsidiaries				
Tecwell Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
Lippo Realty (Shanghai) Limited ⁽²⁾	China	Property owner	100	100
Cresthill Property Holdings Pte. Ltd. ⁽¹⁾	Singapore	Investment holding	100	100
OUB Centre Limited ⁽¹⁾	Singapore	Property owner and investment holding	83.33	83.33

⁽¹⁾ Audited by KPMG LLP, Singapore.

⁽²⁾ Audited by KPMG China (a member firm of KPMG International).

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

6 INVESTMENTS IN SUBSIDIARIES (CONT'D)

Non-controlling interests

The non-controlling interests ("NCI") relate to the following subsidiary:

Name	Principal place of business/ Country of incorporation	Ownership interest held by NCI	
		2023 %	2022 %
OUB Centre Limited	Singapore	16.67	16.67

The following summarised financial information of the above subsidiary is prepared in accordance with FRS, modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

	OUB Centre Limited	
	2023 \$'000	2022 \$'000
Revenue	86,222	75,591
Profit and total comprehensive income	34,016	72,656
Profit and total comprehensive income attributable to NCI	5,669	12,109
Non-current assets	1,909,861	1,909,696
Current assets	11,624	12,401
Non-current liabilities	(365,429)	(34,435)
Current liabilities	(28,883)	(357,751)
Net assets	1,527,173	1,529,911
Net assets attributable to NCI	254,529	254,985
Cash flows from operating activities	55,536	47,207
Cash flows used in investing activities	(2,441)	(2,664)
Cash flows used in financing activities	(53,060)	(44,505)
Net increase in cash and cash equivalents	35	38
Dividends paid to NCI	(6,000)	(6,000)

7 INVESTMENT IN JOINT VENTURE

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Investment in joint venture	353,719	347,332	316,878	316,878

Details of the joint venture are as follows:

Name of joint venture	Place of constitution/ business	Principal activities	Effective equity interest held by the Trust	
			2023 %	2022 %
OUE Allianz Bayfront LLP ⁽¹⁾	Singapore	Property owner and investment holding	50	50

⁽¹⁾ Audited by KPMG LLP, Singapore.

7 INVESTMENT IN JOINT VENTURE (CONT'D)

Joint venture

The Group and Trust completed the divestment of 50.0% interest in OUE Bayfront, OUE Tower and OUE Link (the "Property") on 31 March 2021. The Property is now wholly-owned by a limited liability partnership known as OUE Allianz Bayfront LLP, with the Trustee, in its capacity as trustee of the Group, holding 50.0% of OUE Allianz Bayfront LLP and the ACRE Angsana Pte. Ltd. (the "PIMCO Investor"), a special purpose vehicle managed by PIMCO Prime Real Estate Asia Pacific Pte. Ltd., holding the remaining 50.0% of OUE Allianz Bayfront LLP.

Subsequent to the divestment, the Property continued to be managed by the Commercial Property Manager and there is no change to the fee structure stated in Note 1(b).

OUE Allianz Bayfront LLP is structured as a separate vehicle and the Group has a residual interest in its net assets. Accordingly, the Group has classified its interest in OUE Allianz Bayfront LLP as a joint venture, which is equity-accounted.

The following table summarises the financial information of OUE Allianz Bayfront LLP, based on its financial statements prepared in accordance with FRS, modified for fair value adjustments on acquisition.

	2023 \$'000	2022 \$'000
Revenue	63,105	59,856
Profit from continuing operations ^a	33,771	74,216
Group's share of total return (50%)	16,886	37,108
Non-current assets	1,343,479	1,328,024
Current assets ^b	3,645	3,244
Non-current liabilities ^c	(630,226)	(627,370)
Current liabilities ^d	(9,461)	(9,234)
Net assets (100%)	707,437	694,664
Group's 50% interest in net assets of investee at beginning of the year	347,332	322,056
Share of total return for the year	16,886	37,108
Share of movement in Unitholders' fund	(1,837)	3,821
Dividends received during the year	(8,662)	(15,653)
Carrying amount of interest in investee at end of the year	353,719	347,332
Group's share of joint venture's capital commitments	24	194

^a Includes interest expense of \$31,446,000 (2022: \$18,127,000).

^b Includes cash and cash equivalents of \$1,514,000 (2022: \$1,880,000).

^c Includes non-current financial liabilities (excluding trade and other payables) of \$14,390,000 (2022: \$12,853,000).

^d Includes current financial liabilities (excluding trade and other payables and provisions) of \$2,179,000 (2022: \$3,026,000).

In accordance with the Deed of Guarantee and Undertaking, the Trustee, in its capacity as trustee of the Group guarantees to PIMCO Investor the Net Property Income on OUE Bayfront of up to \$6.0 million. The Group and the Trust has recognised \$6.0 million provision for income guarantee. In 2023, \$985,000 (2022: \$1,540,000) has been utilised.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

8 FINANCIAL DERIVATIVES

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Derivative assets				
Interest rate swaps used for hedging				
- Current	3,274	5,680	869	2,099
- Non-current	–	21,590	–	6,657
	3,274	27,270	869	8,756
Interest rate caps used for hedging				
- Current	–	710	–	–
	3,274	27,980	869	8,756
Classified as:				
Current	3,274	6,390	869	2,099
Non-current	–	21,590	–	6,657
	3,274	27,980	869	8,756
Derivative liabilities				
Interest rate swaps used for hedging				
- Non-current	(244)	–	(244)	–
Financial derivatives as a percentage of net assets	0.1%	0.8%	0.1%	0.3%

The Group uses interest rate swaps and interest rate caps to manage its exposure to interest rate movements on its floating rate interest-bearing bank loans. Interest rate swaps are used to swap the interest expense of bank loans from floating rates to fixed rates while interest rate caps are used to cap the floating interest rate at a pre-determined rate.

Master netting or similar agreements

The Group enters into derivative transactions under International Swaps and Derivatives Association ("ISDA") master netting agreements. In general, under such agreements the amounts owed by each counterparty on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount that is payable by one party to the other. In certain circumstances – e.g. when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is payable in settlement of all transactions.

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that 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.

8 FINANCIAL DERIVATIVES (CONT'D)

The following table sets out the carrying amounts of recognised financial instruments that are subject to the above agreements.

	Gross amounts of recognised financial instruments \$'000	Gross amounts of recognised financial instruments offset in the statement of financial position \$'000	Net amounts of financial instruments included in the statement of financial position \$'000	Related financial instruments that are not offset \$'000	Net amount \$'000
Group					
31 December 2023					
Derivatives assets					
Interest rate swaps used for hedging	3,274	–	3,274	(244)	3,030
Derivatives liabilities					
Interest rate swaps used for hedging	(244)	–	(244)	244	–
31 December 2022					
Derivatives assets					
Interest rate swaps used for hedging	27,270	–	27,270	–	27,270
Interest rate caps used for hedging	710	–	710	–	710
	27,980	–	27,980	–	27,980
Trust					
31 December 2023					
Derivatives assets					
Interest rate swaps used for hedging	869	–	869	(244)	625
Derivatives liabilities					
Interest rate swaps used for hedging	(244)	–	(244)	244	–
31 December 2022					
Derivatives assets					
Interest rate swaps used for hedging	8,756	–	8,756	–	8,756

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

9 TRADE AND OTHER RECEIVABLES

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Current				
Trade receivables from:				
- other related parties	7,861	6,495	-	-
- third parties	3,730	2,964	223	255
	11,591	9,459	223	255
Less: Allowance for doubtful receivables	(410)	(611)	-	-
	11,181	8,848	223	255
Interest receivables	1,187	988	602	988
Other receivables from:				
- subsidiaries	-	-	2,958	826
- other related parties	16	-	16	-
- joint venture	330	350	330	350
- third parties	7,562	8,009	551	535
	9,095	9,347	4,457	2,699
Deposits	273	265	3	3
	20,549	18,460	4,683	2,957
Prepayments	1,589	2,132	169	126
	22,138	20,592	4,852	3,083
Non-current				
Deposits	4,109	3,826	-	-
Prepayments	696	508	-	-
	4,805	4,334	-	-

Trade receivables from related parties mainly relate to receivables from the master lessees of Hilton Singapore Orchard and Crowne Plaza Changi Airport. The receivables are considered to be held with a held-to-collect business model.

Outstanding balance with subsidiaries and related parties are unsecured, interest-free and repayable on demand. There is no allowance for doubtful debt arising from these outstanding balances as the expected credit loss ("ECL") is not material.

Credit and market risks, and impairment losses

The Group and the Trust's exposure to credit and currency risks, and impairment losses for trade and other receivables, are disclosed in Note 27.

The ageing of trade receivables that were not impaired at the reporting date is:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Not past due	8,655	6,805	-	118
Past due 0 - 30 days	1,015	848	80	117
Past due 31 - 90 days	130	257	32	11
Past due over 90 days	1,381	938	111	9
	11,181	8,848	223	255

9 TRADE AND OTHER RECEIVABLES (CONT'D)

Credit and market risks, and impairment losses (cont'd)

The movement in the allowance for doubtful receivables on trade receivables is as follows:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
At 1 January	611	506	–	4
Allowance made	–	332	–	–
Write-back of allowance	(200)	(225)	–	(4)
Translation differences	(1)	(2)	–	–
At 31 December	410	611	–	–

Trade receivables that are individually determined to be impaired at the balance sheet date relate to debtors that are in significant difficulties and have defaulted on payments. Due to the COVID-19 impact, the Group has provided a specific allowance for doubtful receivables of \$332,000 in 2022 in relation to the receivables that represents the amount in excess of the security deposits held as collateral. The Group believes that the unimpaired amounts that are past due are still collectible based on historic payment behaviour and the deposits held.

10 LOANS TO A SUBSIDIARY

As at 31 December 2023, the Trust has:

- on-lent the proceeds of \$5.0 million (31 December 2022: \$20.0 million) from the issuance of the notes to OUE Hospitality Sub-Trust ("OUE H-Sub-Trust") (see note 12(d)). The loan is unsecured and repayable on demand with a fixed rate of 3.95%. The loan is not expected to be repaid in the next twelve months from the reporting date; and
- lent a loan of \$27.1 million (31 December 2022: \$35.0 million) to OUE H-Sub-Trust. The loan is unsecured with a fixed margin + SORA per annum and matures in 2026.

11 CASH AND CASH EQUIVALENTS

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Cash at bank	20,853	22,255	2,274	3,749
Short-term deposits with financial institutions	33,372	27,227	1,000	–
	54,225	49,482	3,274	3,749

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

12 LOANS AND BORROWINGS

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Bank loans				
- Secured	400,000	400,000	400,000	400,000
- Unsecured	1,268,000	1,266,000	-	-
Unsecured notes	400,000	400,000	-	-
Loan from a subsidiary	-	-	400,000	400,000
Less: Unamortised transaction costs	(12,881)	(16,541)	(5,203)	(7,532)
	2,055,119	2,049,459	794,797	792,468
Classified as:				
Current	-	327,618	-	-
Non-current	2,055,119	1,721,841	794,797	792,468
	2,055,119	2,049,459	794,797	792,468

Terms and debt repayment schedule

Terms and conditions of outstanding loans and borrowings are as follows:

	Nominal interest rate %	Year of maturity	Group		Trust	
			Face value \$'000	Carrying amount \$'000	Face value \$'000	Carrying amount \$'000
2023						
Bank loans						
- SGD	4.74 - 5.51	2025-2028	1,668,000	1,658,257	400,000	396,862
Unsecured notes	3.95 - 4.00	2025-2027	400,000	396,862	-	-
Loan from a subsidiary	3.95 - 4.00	2025-2027	-	-	400,000	397,935
			2,068,000	2,055,119	800,000	794,797
2022						
Bank loans						
- SGD	3.64 - 4.88	2023-2026	1,666,000	1,653,915	400,000	396,924
Unsecured notes	3.95 - 4.20	2025-2027	400,000	395,544	-	-
Loan from a subsidiary	3.95 - 4.20	2025-2027	-	-	400,000	395,544
			2,066,000	2,049,459	800,000	792,468

(a) Secured bank loans

The Group has secured term loan and revolving credit facility of 4 to 5 years (2022: secured term loan and revolving credit facility of 4 to 5 years) which are secured on the following:

- investment property with a total carrying amount of \$930,000,000 (2022: \$930,000,000) (Note 4);
- assignment of insurance policies on the investment property, except public liability insurance;
- assignment of all rights, titles, benefits and interests in connection with the sale and tenancy agreements, tenancy deposits/proceeds, sales deposits/proceeds, property management agreements and the receivables of the investment properties;

12 LOANS AND BORROWINGS (CONT'D)

Terms and debt repayment schedule (cont'd)

(a) Secured bank loans (cont'd)

- a debenture incorporating a fixed charge over book debt, charged accounts, goodwill, intellectual property and plant and machinery and floating charge over generally all of the present and future assets of the Trust in connection with the investment property; and
- the account control or charge over certain bank accounts of the Trust.

(b) Unsecured bank loans

The Group has in place the following unsecured bank loans:

- a total of \$1,308.0 million (2022: \$1,308.0 million) committed bank loans and revolving credit facilities with banks. At the reporting date, \$1,268.0 million (2022: \$1,266.0 million) was drawn down; and
- \$150.0 million (2022: \$15.0 million) uncommitted revolving credit facility with a bank. At the reporting date, \$nil (2022: \$nil) was drawn down. The uncommitted revolving credit facility is repayable on demand.

(c) Unsecured notes

In March 2020, the Trust, through its wholly-owned subsidiary, OUE REIT Treasury Pte. Ltd. (*formerly known as OUE CT Treasury Pte. Ltd.*), established a \$2.0 billion Multicurrency Debt Issuance Programme (the "2020 Programme"). Under the 2020 Programme, OUE REIT Treasury Pte. Ltd. may from time to time issue notes and/or perpetual securities in series or tranches.

In May 2022, OUE REIT Treasury Pte. Ltd. issued notes amounting to \$150 million under the 2020 Programme (the "Notes"). On 30 October 2023, S&P Global Ratings assigned a BBB- investment grade credit rating with stable outlook to both the Trust and all outstanding notes (including the Notes) issued by OUE REIT Treasury Pte. Ltd.. As result of the rating assignment, under the terms of conditions of the Notes, the interest rate of the Notes has stepped down by 25 basis points from 4.20% to 3.95% effective for interest periods commencing on or after 5 November 2023.

The unsecured notes outstanding as at 31 December 2023 under the 2020 Programme is \$400.0 million (31 December 2022: \$400.0 million). The unsecured notes have fixed rates ranging from 3.95% to 4.00% (2022: 3.95% to 4.20%) per annum payable semi-annually in arrears and mature between 2025 and 2027.

The unsecured notes and the coupons relating thereto of all series will constitute direct, unconditional, unsubordinated and unsecured obligations of OUE REIT Treasury Pte. Ltd. and shall at all times rank pari passu, without any preference or priority among themselves, and pari passu with all other present and future unsecured obligations (other than the subordinated obligations and priorities created by law) of OUE REIT Treasury Pte. Ltd.. All sums payable in respect of the unsecured notes will be unconditionally and irrevocably guaranteed by the Trustee, in its capacity as trustee of the Group.

(d) Loan from a subsidiary

OUE REIT Treasury Pte. Ltd. has on-lent the proceeds from the issuance of the notes to the Trust. The Trust has then on-lent \$5.0 million (2022: \$20.0 million) of the proceeds to a subsidiary, OUE Hospitality Sub-Trust.

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Year ended 31 December 2023

12 LOANS AND BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities

	Liabilities			Derivative (assets)/ liabilities held to hedge long-term borrowings		Total \$'000
	Borrowings \$'000	Accrued interest payable \$'000	Lease liability \$'000	Interest rate swap used for hedging – assets \$'000	Interest rate swap used for hedging – liabilities \$'000	
Balance at 1 January 2023	2,049,459	5,898	25,280	(27,980)	–	2,052,657
Changes from financing cash flows						
Proceeds from bank loans	446,882	–	–	–	–	446,882
Repayment of bank loans	(444,882)	–	–	–	–	(444,882)
Payment of transaction costs related to borrowings	(2,007)	–	–	–	–	(2,007)
Payment of lease liability – principal	–	–	(86)	–	–	(86)
Payment of lease liability – interest	–	–	(923)	–	–	(923)
Interest paid	–	(85,296)	–	–	–	(85,296)
Total changes from financing cash flows	(7)	(85,296)	(1,009)	–	–	(86,312)
Change in fair value	–	–	–	24,706	244	24,950
Other changes						
Liability-related						
Amortisation of debt-related transaction costs	5,667	–	–	–	–	5,667
ROU Adjustment	–	–	(2,378)	–	–	(2,378)
Interest expense	–	86,948	923	–	–	87,871
Total liability-related other changes	5,667	86,948	(1,455)	–	–	91,160
Balance at 31 December 2023	2,055,119	7,550	22,816	(3,274)	244	2,082,455

12 LOANS AND BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities (cont'd)

	Liabilities			Derivative (assets)/ liabilities held to hedge long-term borrowings		Total \$'000
	Borrowings \$'000	Accrued interest payable \$'000	Lease liability \$'000	Interest rate swap used for hedging – assets \$'000	Interest rate swap used for hedging – liabilities \$'000	
Balance at 1 January 2022	1,985,395	4,994	25,410	(960)	8,622	2,023,461
Changes from financing cash flows						
Proceeds from bank loans	1,233,000	–	–	–	–	1,233,000
Proceeds from issuance of Notes	150,000	–	–	–	–	150,000
Repayment of bank loans	(1,320,985)	–	–	–	–	(1,320,985)
Payment of transaction costs related to borrowings	(13,024)	–	–	–	–	(13,024)
Payment of lease liability - principal	–	–	(125)	–	–	(125)
Payment of lease liability - interest	–	–	(875)	–	–	(875)
Interest paid	–	(65,289)	–	–	–	(65,289)
Total changes from financing cash flows	48,991	(65,289)	(1,000)	–	–	(17,298)
The effect of changes in foreign exchange rates	(405)	(15)	–	–	–	(420)
Change in fair value	–	–	–	(27,020)	(8,622)	(35,642)
Other changes						
Liability-related						
Amortisation of debt-related transaction costs	14,740	–	–	–	–	14,740
Interest expense	–	66,208	870	–	–	67,078
Accrued transaction costs related to borrowings	738	–	–	–	–	738
Total liability-related other changes	15,478	66,208	870	–	–	82,556
Balance at 31 December 2022	2,049,459	5,898	25,280	(27,980)	–	2,052,657

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

13 TRADE AND OTHER PAYABLES

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Current				
Trade payables	2,146	2,316	189	939
Other payables due to:				
- the Manager	3,726	2,014	3,726	2,014
- subsidiaries	–	–	1,693	1,791
- related parties	16,453	3,022	–	–
- joint venture	454	497	454	497
- third parties	14,032	12,845	613	587
Advance rental received	2,539	1,246	143	481
Accrued expenses	29,006	29,346	12,476	13,548
Provisions^	–	3,933	–	3,933
Interest payable to:				
- a subsidiary	–	–	3,681	3,391
- third parties	7,550	5,898	–	–
Rental deposits				
- third parties	12,556	13,492	1,247	1,424
Other deposits				
- related parties	34	4	4	4
- third parties	1,844	1,658	338	311
	90,340	76,271	24,564	28,920
Non-current				
Rental deposits				
- related parties	627	316	316	316
- third parties	38,029	36,563	8,547	8,152
Provisions^	2,999	2,999	2,999	2,999
	41,655	39,878	11,862	11,467

^ As at 31 December 2023, included provision for income guarantee of \$nil (2022: \$3.9 million) at the Group and the Trust.

Other payables due to subsidiaries, related parties and joint venture are unsecured, interest-free and repayable on demand.

14 DEFERRED TAX LIABILITIES

Deferred tax liabilities are attributable to the following:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Investment properties	49,815	62,243	–	–
Plant and equipment	13,098	12,075	–	–
Other items	1,443	1,791	–	–
	64,356	76,109	–	–

14 DEFERRED TAX LIABILITIES (CONT'D)

Movements in deferred tax liabilities of the Group during the year are as follows:

	Investment properties \$'000	Plant and equipment \$'000	Others \$'000	Total \$'000
2023				
At 1 January 2023	62,243	12,075	1,791	76,109
Recognised in statement of total return (Note 24)	(11,139)	1,409	(293)	(10,023)
Exchange differences	(1,289)	(386)	(55)	(1,730)
At 31 December 2023	49,815	13,098	1,443	64,356
2022				
At 1 January 2022	70,493	12,265	1,235	83,993
Recognised in statement of total return (Note 24)	(3,027)	1,080	725	(1,222)
Exchange differences	(5,223)	(1,270)	(169)	(6,662)
At 31 December 2022	62,243	12,075	1,791	76,109

15 CONVERTIBLE PERPETUAL PREFERRED UNITS

In October 2015, the Group and the Trust issued 550 million Convertible Perpetual Preferred Units ("CPPU") at \$1 per Unit to a substantial unitholder of the Trust and a related party of the Manager, as partial satisfaction of the purchase consideration for the subsidiaries acquired. The key terms and conditions of the CPPUs are as follows:

- the CPPU holder has the right to receive preferential non-cumulative distribution of an amount equivalent to 1.0% per annum of the issue price which may be declared by the Manager at its sole discretion;
- any preferential distribution or part thereof not due or payable shall not accumulate for the benefit of the CPPU holder or entitle the CPPU holder to any claim in respect thereof against the Trust, the Trustee and/or the Manager;
- the CPPUs rank senior to the Units in respect of the entitlement to participate in the distributions of the Trust and rank senior to the Units in respect of the entitlement to receive out of the assets of the Trust the amount equivalent to the number of CPPUs held by the CPPU holder multiplied by the issue price and outstanding preferred and special preferred distribution upon the liquidation of the Trust. The CPPUs rank junior to the claims of all other present and future creditors of the Trust;
- the CPPU holder has the sole right to convert the CPPUs into Units, provided that the number of CPPUs converted in each financial year shall not exceed one-third of the total number of CPPUs initially issued to the CPPU holder, at a conversion price of \$0.7154 per CPPU, being the adjusted conversion price pursuant to the rights issue undertaken by the Trust in October 2018. The CPPUs may not be converted into Units for a period of four years commencing from the date of issuance of the CPPUs on 8 October 2015;
- the Manager shall have the sole right to redeem any number of CPPUs for the time being issued and outstanding on a pro-rata basis at the issue price at all times;
- the Manager shall not declare distributions or pay any distributions to the Unitholders, or make any redemption, unless the Manager declares or pays distributions to the CPPU holder; and
- the CPPU holder does not have the right to attend and vote at the meetings of Unitholders except during such period as the preferred or special preferred distribution remains in arrears and unpaid for at least 12 months, or upon any resolution which varies or abrogates any right, preference or privilege of the CPPUs, or upon any resolution for the dissolution or winding up of the Trust.

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Year ended 31 December 2023

15 CONVERTIBLE PERPETUAL PREFERRED UNITS (CONT'D)

The CPPUs are classified as equity instruments in the statement of financial position.

The \$212,309,000 (2022: \$212,309,000) presented in the statement of financial position represents the carrying value of the remaining 220.0 million (2022: 220.0 million) CPPUs and the total return attributable to the CPPU holder from the last distribution date.

16 UNITS IN ISSUE AND TO BE ISSUED

	Group and Trust	
	2023	2022
	'000	'000
Units in issue		
At 1 January	5,465,002	5,442,608
Creation of Units:		
- Manager's management fees paid in Units	20,913	22,394
At 31 December	5,485,915	5,465,002
Units to be issued		
Manager's management fees payable in Units	7,035	5,948
Units in issue and to be issued	5,492,950	5,470,950

Financial year ended 31 December 2023

During the financial year, the following Units were issued:

- 20,913,229 Units were issued at issue prices ranging from \$0.22 to \$0.34 per Unit, amounting to \$6,186,000 as satisfaction of the Manager's management fees payable in Units.

Financial year ended 31 December 2022

During the financial year, the following Units were issued:

- 22,394,287 Units were issued at issue prices ranging from \$0.35 to \$0.43 per Unit, amounting to \$8,917,000 as satisfaction of the Manager's management fees payable in Units.

Each Unit in the Trust represents an undivided interest in the Trust.

A Unitholder has no equitable or proprietary interest in the underlying asset of the Group and is not entitled to the transfer to it of any asset (or any part thereof) or of any real estate, any interests in any asset and the real estate-related assets (or any part thereof) of the Group.

A Unitholder's liability is limited to the amount paid or payable for any Units. The provisions of the Trust Deed provide that no Unitholders will be personally liable to indemnify the Trustee or any creditor of the Trustee in the event that liabilities of the Trust exceed its assets.

17 NET ASSET VALUE PER UNIT

	Note	Group		Trust	
		2023	2022	2023	2022
Net asset value per Unit is based on:					
- Net assets attributable to Unitholders (\$'000)		3,311,192	3,240,073	2,927,603	2,826,265
- Units in issue and to be issued at 31 December ('000)	16	5,492,950	5,470,950	5,492,950	5,470,950

18 REVENUE

	Group		Trust	
	2023	2022	2023	2022
	\$'000	\$'000	\$'000	\$'000
Rental income	259,269	221,388	41,218	37,637
Service fee income	18,909	14,541	6,641	5,082
Carpark income	1,936	1,705	–	–
Dividend income	–	–	99,031	99,969
Others	5,091	4,015	963	341
Less: Business and other taxes	(150)	(142)	–	–
	285,055	241,507	147,853	143,029

Under the terms of the lease agreements for the properties, the Group and the Trust are generally entitled to a fixed rent component and/or a variable rent component computed based on a certain percentage of the revenue. Hilton Singapore Orchard is leased to a related party under a master lease arrangement. The lease contains an initial term of 15 years from 25 July 2013 with an option to renew for a further 15 years. Crowne Plaza Changi Airport is leased to a related party under a master lease agreement till 27 May 2028, with an option to renew for two consecutive terms of five years each.

Included in rental income is variable rental income of \$3,806,000 (2022: \$2,293,000) recognised in the statement of total return for the Group and the Trust, respectively.

Included in the revenue of the Group and the Trust are amounts derived from related parties of \$99,770,000 (2022: \$69,744,000).

Other income consists of miscellaneous income such as utilities and annual license fee, which are recognised over time as the service is provided.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

19 PROPERTY OPERATING EXPENSES

	Group		Trust	
	2023	2022	2023	2022
	\$'000	\$'000	\$'000	\$'000
Property maintenance expenses	14,016	10,800	4,091	3,734
Property management fees	2,222	1,989	980	854
Property-related taxes	16,436	18,006	3,824	4,938
Insurance	741	757	90	107
Utilities	4,880	2,340	993	804
Land rent expenses	3,520	2,841	–	–
Centre management costs	4,671	4,479	–	–
Others	3,602	3,380	147	157
	50,088	44,592	10,125	10,594

	Group		Trust	
	2023	2022	2023	2022
	\$'000	\$'000	\$'000	\$'000
Centre management costs comprise:				
Salaries, bonuses and other costs	4,187	3,990	–	–
Contributions to defined contribution plans	484	489	–	–
	4,671	4,479	–	–

20 OTHER INCOME

	Group		Trust	
	2023	2022	2023	2022
	\$'000	\$'000	\$'000	\$'000
Income support on QUE Downtown Office	–	8,766	–	8,766

21 MANAGER'S MANAGEMENT FEES

	Group and Trust	
	2023	2022
	\$'000	\$'000
Base fee	16,011	15,756
Performance fee	1,643	–
	17,654	15,756

The Manager's management fees comprise an aggregate of 21,999,691 (2022: 21,265,471) Units, amounting to approximately \$6,179,000 (2022: \$7,878,000), that have been or will be issued to the Manager as satisfaction of the Manager's management fees payable in Units at unit prices ranging from \$0.22 to \$0.33 (2022: \$0.34 to \$0.41) per Unit.

22 NET FINANCE COSTS

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Finance income				
Interest income	964	988	2,546	2,444
Ineffective portion of changes in fair value of cash flow hedges	2,040	2,177	862	374
Net change in fair value of derivatives	–	1,778	–	5,920
Hedging reserve transferred from unitholders' funds due to discontinuation of hedge accounting	–	22,058	–	–
	3,004	27,001	3,408	8,738
Finance costs				
Amortisation of debt-related transaction costs	(5,667)	(14,740)	(2,329)	(2,174)
Interest paid/payable to a subsidiary	–	–	(13,958)	(13,958)
Interest paid/payable to banks*	(86,948)	(66,208)	(18,695)	(13,095)
Net change in fair value of derivatives	(21,267)	–	(3,471)	–
Net foreign exchange difference	(42)	(149)	3	(1)
Financial liability measured at amortised cost – interest expense	(923)	(870)	–	–
	(114,847)	(81,967)	(38,450)	(29,228)
Net finance costs	(111,843)	(54,966)	(35,042)	(20,490)

* Included gain on cash flow hedges of \$12,479,000 (2022: loss on cash flow hedges \$2,025,000) transferred from hedging reserve.

The above finance income and expenses include the following interest income and expense and debt-related transaction costs in respect of assets and liabilities not at fair value through statement of total return:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Total interest income on financial assets	964	988	2,546	2,444
Total interest expense on financial liabilities and debt-related transaction costs	(110,795)	(83,423)	(39,138)	(28,946)

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

23 TOTAL RETURN FOR THE YEAR BEFORE TAX

Included in total return for the year before tax are the following:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Audit fees paid/payable to:				
- Auditors of the Trust	299	299	115	103
- Auditors of other firms affiliated with KPMG International Limited	55	53	–	–
Non-audit fees paid/payable to:				
- Auditors of the Trust [#]	78	65	40	27
- Auditors of other firms affiliated with KPMG International Limited [#]	6	6	–	–
Valuation fees	88	95	15	18

[#] Non-audit fees paid to auditors of the Trust and other firm affiliated with KPMG International Limited include audit-related services of \$18,000 (31 December 2022: \$18,000).

24 TAX EXPENSE

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Current tax expense				
Current year	11,580	11,441	–	–
Changes in estimates relating to prior years	(36)	(113)	–	–
	11,544	11,328	–	–
Withholding tax	958	1,085	–	–
Deferred tax credit				
Origination and reversal of temporary differences (Note 14)	(10,023)	(1,222)	–	–
	2,479	11,191	–	–

24 TAX EXPENSE (CONT'D)**Reconciliation of effective tax rate**

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Total return for the year before tax	208,258	298,874	214,836	215,819
Tax calculated using Singapore tax rate of 17% (2022: 17%)	35,403	50,809	36,522	36,690
Effect of tax rates in foreign jurisdictions	(2,111)	995	–	–
Non-tax deductible items	7,186	2,699	3,662	3,842
Non-taxable items	(24,055)	(30,546)	(22,579)	(20,784)
Tax exempt income	–	–	(16,835)	(16,995)
Changes in estimates relating to prior years	(36)	(113)	–	–
Tax losses not available to carry forward	9	8	–	–
Tax transparency (Note 3.8)	(14,875)	(13,746)	(770)	(2,753)
Withholding tax	958	1,085	–	–
	2,479	11,191	–	–

25 EARNINGS PER UNIT**(i) Basic earnings per Unit**

The calculation of basic earnings per Unit was based on the total return attributable to Unitholders and the weighted average number of Units, as set out below:

Total return attributable to Unitholders

	Group	
	2023 \$'000	2022 \$'000
Total return for the year attributable to Unitholders and CPPU holder	200,109	275,574
Less: Amount reserved for distribution to CPPU holder	(2,200)	(2,200)
Total return attributable to Unitholders	197,909	273,374

Weighted average number of Units

	Group	
	2023 '000	2022 '000
Units issued or to be issued at beginning of the year	5,470,950	5,449,685
Effect of Units issued during the year	7,060	7,505
Effect of Units to be issued as payment of the Manager's management fees payable in Units	20	16
Weighted average number of Units during the year	5,478,030	5,457,206

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

25 EARNINGS PER UNIT (CONT'D)

(ii) Diluted earnings per Unit

The calculation of diluted earnings per Unit was based on the total return attributable to Unitholders and CPPU holder and the weighted average number of Units, after adjustment for the effect of all dilutive potential Units, as set out below:

Total return attributable to Unitholders (diluted)

	Group	
	2023	2022
	\$'000	\$'000
Total return attributable to Unitholders (basic)	197,909	273,374
Add: Amount reserved for distribution to CPPU holder	2,200	2,200
Total return attributable to Unitholders and CPPU holder (diluted)	200,109	275,574

Weighted average number of Units (diluted)

	Group	
	2023	2022
	'000	'000
Weighted average number of Units (basic)	5,478,030	5,457,206
Effect of the Manager's fees paid/payable in Units	14,920	13,744
Effect of conversion of CPPUs into Units ⁽¹⁾	307,520	307,520
Weighted average number of Units (diluted)	5,800,470	5,778,470

⁽¹⁾ The weighted average number of Units includes the weighted average potential Units to be issued assuming all the remaining CPPUs were converted at \$0.7154 per Unit, being the adjusted conversion price pursuant to the rights issue.

26 OPERATING SEGMENTS

Information regarding the results of each reportable segment is included below. Performance is measured based on segment net property income, as included in the internal management reports that are reviewed by the Board of Directors of the Manager. Segment net property income is used to measure performance as management believes that such information is the most relevant in evaluating the results of its segments relative to other entities that operate within the same industry.

26 OPERATING SEGMENTS (CONT'D)**Information about reportable segments**

	Commercial \$'000	Hospitality \$'000	Total \$'000
Year ended 31 December 2023			
Revenue	187,802	97,253	285,055
Property operating expenses	(44,419)	(5,669)	(50,088)
Reportable segment net property income	143,383	91,584	234,967
Depreciation	(66)	–	(66)
Finance income	2,057	947	3,004
Finance costs	(64,908)	(49,939)	(114,847)
Unallocated items			
- Expenses			(19,160)
Net income			103,898
Net change in fair value of investment properties	(47,212)	134,686	87,474
Share of joint venture results			16,886
Tax expense			(2,479)
Total return for the year			205,779
31 December 2023			
Non-current assets ⁽¹⁾	4,096,147	1,888,817	5,984,964
Year ended 31 December 2022			
Revenue	173,137	68,370	241,507
Property operating expenses	(39,677)	(4,915)	(44,592)
Reportable segment net property income	133,460	63,455	196,915
Other income	8,766	–	8,766
Depreciation and amortisation	(3,834)	–	(3,834)
Write-off of intangible assets	(5,417)	–	(5,417)
Finance income	12,241	14,760	27,001
Finance costs	(48,291)	(33,676)	(81,967)
Unallocated items			
- Expenses			(19,425)
Net income			122,039
Net change in fair value of investment properties	49,390	90,337	139,727
Share of joint venture results			37,108
Tax expense			(11,191)
Total return for the year			287,683
31 December 2022			
Non-current assets ⁽¹⁾	4,150,745	1,736,480	5,887,225

⁽¹⁾ Excluding financial instruments

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

26 OPERATING SEGMENTS (CONT'D)

Geographical information

The Group has two reportable segments, which are Singapore and China. The reporting segments operate in different countries and are managed separately because of the differences in operating and regulatory environment. For each of the reporting segments, the Board of Directors of the Manager reviews internal management reports on a regular basis.

Information about reportable segments

	Singapore \$'000	China \$'000	Total \$'000
Year ended 31 December 2023			
Revenue	261,885	23,170	285,055
Property operating expenses	(44,854)	(5,234)	(50,088)
Reportable segment net property income	217,031	17,936	234,967
Depreciation	(61)	(5)	(66)
Finance income	2,302	702	3,004
Finance costs	(114,698)	(149)	(114,847)
Unallocated items			
- Expenses			(19,160)
Net income			103,898
Net change in fair value of investment properties	132,014	(44,540)	87,474
Share of joint venture results			16,886
Tax expense			(2,479)
Total return for the year			205,779
31 December 2023			
Non-current assets ⁽¹⁾	5,535,896	449,068	5,984,964
Year ended 31 December 2022			
Revenue	214,436	27,071	241,507
Property operating expenses	(41,473)	(3,119)	(44,592)
Reportable segment net property income	172,963	23,952	196,915
Other income	8,766	–	8,766
Depreciation and amortisation	(3,806)	(28)	(3,834)
Write-off of intangible assets	(5,417)	–	(5,417)
Finance income	26,394	607	27,001
Finance costs	(81,512)	(455)	(81,967)
Unallocated items			
- Expenses			(19,425)
Net income			122,039
Net change in fair value of investment properties	151,671	(11,944)	139,727
Share of joint venture results			37,108
Tax expense			(11,191)
Total return for the year			287,683
31 December 2022			
Non-current assets ⁽¹⁾	5,377,408	509,817	5,887,225

⁽¹⁾ Excluding financial instruments

27 FINANCIAL INSTRUMENTS

Financial risk management

Risk management framework

Risk management is integral to the whole business of the Group. The Group has a system of controls in place to create an acceptable balance between the cost of risks occurring and the cost of managing the risks. The Manager continually monitors the Group's risk management process to ensure that an appropriate balance between risk and control is achieved. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities.

The Board of Directors of the Manager has overall responsibility for the establishment and oversight of the risk management framework of the Group. The Audit and Risk Committee of the Manager assists the Board of Directors and oversees how the Manager monitors compliance with the risk management policies and procedures of the Group, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group. The Audit and Risk Committee reports regularly to the Board of Directors on its activities.

Overview

The Group has exposure to the following risks arising from financial instruments:

- credit risk
- liquidity risk
- market risk

This note presents information about the exposure of the Group to each of the above risks, its objectives, policies and processes for measuring and managing risk, and its management of capital.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a lessee to settle its financial and contractual obligations to the Group, as and when they fall due.

Concentration of credit risk is limited due to many varied tenants.

Credit evaluations are performed before lease agreements are entered into with prospective tenants. Rental deposits are obtained, where appropriate, to mitigate credit risk. In addition, the Manager monitors closely the balances due from its tenants.

Expected credit loss assessment for individual tenants

The Group uses an allowance matrix to measure the ECLs of trade receivables from individual tenants.

Loss rates are calculated using a 'roll rate' method based on the probability of a receivable progressing through successive stages of delinquency to write-off and are based on actual credit loss experience over the past three years.

The Group has established an allowance account for impairment that represents its estimate of losses in respect of trade receivables due from specific customers. The Group believes that no allowance for impairment is necessary in respect of the remaining trade receivables as these receivables relate mainly to tenants that have a good record with the Group or have sufficient security deposits as collateral, and hence ECL is not material.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Credit risk (cont'd)

Loans to a subsidiary, other receivables and deposits

Impairment on loans to a subsidiary, other receivables and deposits has been measured on the 12 months expected loss basis and the amount of the allowance is insignificant.

Cash and cash equivalents

The Group and the Trust held cash and cash equivalents of \$54,225,000 and \$3,274,000 respectively at 31 December 2023 (2022: \$49,482,000 and \$3,749,000 respectively). The cash and cash equivalents are held with bank and financial institution counterparties which are rated P-1 to P-2, based on Moody's ratings.

Impairment on cash and cash equivalents has been measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents have low credit risk based on the external credit ratings of the counterparties. The amount of the allowance on cash and cash equivalents was negligible.

Derivatives

At the reporting date, the Group has interest rate swap and interest rate cap contracts with a total notional amount of \$1,065.0 million (2022: \$1,212.5 million). The Trust has interest rate swap contracts with a total notional amount of \$360.0 million (2022: \$350.0 million).

The derivatives are entered into with bank and financial institution counterparties, which are rated Aa1/P-1 to A3/P-2, based on Moody's ratings.

At reporting date, there were no significant concentrations of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the statement of financial position.

Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Manager monitors its liquidity risk and maintains a level of cash and cash equivalents deemed adequate to finance the Group's operations and to mitigate the effects of fluctuations in cash flows. The Manager also monitors and observes the CIS Code issued by the MAS concerning limits on total borrowings.

In addition, as at 31 December 2023, the Group maintains term loans and revolving credit facilities of \$1,998.0 million (2022: \$1,863.0 million) with banks. At the reporting date, \$1,668.0 million (2022: \$1,666.0 million) of the facilities was utilised.

As at 31 December 2023, the Group has issued unsecured notes of \$400.0 million (2022: \$400.0 million) through OUE REIT Treasury Pte. Ltd. as part of its \$2.0 billion Multicurrency Debt Issuance Programme.

27 FINANCIAL INSTRUMENTS (CONT'D)

Liquidity risk (cont'd)

The following are the remaining contractual maturities of financial liabilities, including estimated interest payments and excluding the impact of netting agreements:

			Cash flows		
	Carrying amount \$'000	Contractual cash flows \$'000	Within 1 year \$'000	Within 2 to 5 years \$'000	More than 5 years \$'000
Group					
2023					
Non-derivative financial liabilities					
Trade and other payables*	(129,456)	(129,456)	(87,800)	(40,961)	(695)
Loans and borrowings	(2,055,119)	(2,324,532)	(103,242)	(2,221,290)	–
Lease liability	(22,816)	(59,835)	(1,020)	(4,080)	(54,735)
	(2,207,391)	(2,513,823)	(192,062)	(2,266,331)	(55,430)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	3,274	6,788	6,301	487	–
Interest rate swaps used for hedging (net-settled)	(244)	967	531	436	–
	3,030	7,755	6,832	923	–
	(2,204,361)	(2,506,068)	(185,230)	(2,265,408)	(55,430)
2022					
Non-derivative financial liabilities					
Trade and other payables*	(114,903)	(114,903)	(75,025)	(38,147)	(1,731)
Loans and borrowings	(2,049,459)	(2,272,475)	(415,998)	(1,856,477)	–
Lease liability	(25,280)	(59,667)	(1,000)	(4,000)	(54,667)
	(2,189,642)	(2,447,045)	(492,023)	(1,898,624)	(56,398)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	27,270	28,025	20,855	7,170	–
Interest rate swaps used for hedging (net-settled)	710	809	809	–	–
	27,980	28,834	21,664	7,170	–
	(2,161,662)	(2,418,211)	(470,359)	(1,891,454)	(56,398)

* Excluding lease liability (shown separately) and advance rental received

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Liquidity risk (cont'd)

			Cash flows		
	Carrying amount	Contractual cash flows	Within 1 year	Within 2 to 5 years	More than 5 years
	\$'000	\$'000	\$'000	\$'000	\$'000
Trust					
2023					
Non-derivative financial liabilities					
Trade and other payables*	(36,283)	(36,283)	(24,421)	(11,862)	–
Loans and borrowings	(794,797)	(876,459)	(36,304)	(840,155)	–
	(831,080)	(912,742)	(60,725)	(852,017)	–
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	869	1,577	1,577	–	–
Interest rate swaps used for hedging (net-settled)	(244)	966	531	435	–
	625	2,543	2,108	435	–
	(830,455)	(910,199)	(58,617)	(851,582)	–
2022					
Non-derivative financial liabilities					
Trade and other payables*	(39,906)	(39,906)	(28,439)	(10,109)	(1,358)
Loans and borrowings	(792,468)	(868,551)	(20,549)	(848,002)	–
	(832,374)	(908,457)	(48,988)	(858,111)	(1,358)
Derivative financial instruments					
Interest rate swaps used for hedging (net-settled)	8,756	9,035	6,362	2,673	–
	(823,618)	(899,422)	(42,626)	(855,438)	(1,358)

* Excluding lease liability (shown separately) and advance rental received

The maturity analyses show the contractual undiscounted cash flows of the Group's and the Trust's financial liabilities on the basis of their earliest possible contractual maturity. Derivative financial instruments held are normally not closed out prior to contractual maturity. The disclosure shows net cash flow amounts for derivatives that are net cash-settled.

All the derivative financial instruments are designated as cash flow hedges. The table above reflects the periods in which the cash flows associated with cash flow hedges are expected to occur and to impact the total return.

In addition to the above, the interest payments on the Group's sustainability-linked loans included in borrowings take into consideration of the Group's expectation of its ability to meet the sustainability-linked performance targets, and may change if the Group expects that it can no longer meet this target.

27 FINANCIAL INSTRUMENTS (CONT'D)

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates, will affect the Group's total return or the value of its holding of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

Interest rate risk

The Manager's strategy to manage the risk of potential interest rate volatility may be through the use of interest rate hedging instruments and/or fixed rate borrowings.

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 the notional or par amounts. The Group assesses whether the derivative designated in each hedge relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the regression method.

In these hedge relationships, the main sources of ineffectiveness are the differences in the repricing dates between the swaps and the borrowings.

A. Managing interest rate benchmark reform and associated risks

Overview

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 'Interest rate benchmark reform'). The Group had exposures to SOR on its financial instruments that have been replaced or reformed as part of these market-wide initiatives. In 2023, the Group completed the process of amending its financial instruments with contractual terms indexed to SOR such that they incorporated the new benchmark rate (i.e. SORA).

Non-derivative financial liabilities

Historically, the Group's IBOR exposures to non-derivative financial liabilities included secured bank loans indexed to SOR. The Group has modified all its non-derivative financial liabilities indexed to SOR to reference SORA during the years ended 31 December 2023 and 31 December 2022 respectively.

Derivatives

The Group holds interest rate swaps for risk management purposes that are designated in cash flow hedging relationships. The interest rate swaps have floating legs that are indexed to SORA. The Group's derivative instruments are governed by contracts based on the International Swaps and Derivatives Association (ISDA)'s master agreements.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Interest Risk (cont'd)

A. Managing interest rate benchmark reform and associated risks (cont'd)

Hedge accounting

The Group's hedged items and hedging instruments as at 31 December 2023 are indexed to SORA. The benchmark rates are quoted each day and the cash flow are exchanged with counterparties as usual.

The Group replaced its SOR interest rate derivatives used in cash flow hedging relationships with economically equivalent interest rates derivatives referencing SORA in 2023 and 2022 respectively. Therefore, there is no longer uncertainty about when and how replacement may occur with respect to the relevant hedged items and hedging instrument. As a result, the Group no longer applied the Phase 1 Amendments to FRS 109 on Interest Rate Benchmark Reform to those hedging relationships.

Exposure to interest rate risk

The Group's exposure to changes in interest rates relate primarily to interest-earning financial assets and interest-bearing financial liabilities. At the reporting date, the interest rate profile of the interest-bearing financial instruments was as follows:

	Group		Trust	
	2023	2022	2023	2022
	\$'000	\$'000	\$'000	\$'000
Fixed rate instruments				
Short-term deposits with financial institutions	33,372	27,227	1,000	–
Loans to a subsidiary	–	–	5,000	20,000
Loans and borrowings	(400,000)	(400,000)	(400,000)	(400,000)
Interest rate caps	–	(100,000)	–	–
Interest rate swaps	(1,065,000)	(1,112,500)	(360,000)	(350,000)
	(1,431,628)	(1,585,273)	(754,000)	(730,000)
Variable rate instruments				
Loans to a subsidiary	–	–	27,100	35,000
Loans and borrowings	(1,668,000)	(1,666,000)	(400,000)	(400,000)
Interest rate caps	–	100,000	–	–
Interest rate swaps	1,065,000	1,112,500	360,000	350,000
	(603,000)	(453,500)	(12,900)	(15,000)

Fair value sensitivity analysis for fixed rate instruments

The Group does not account for the fixed rate financial assets and liabilities at fair value through statement of total return. The Group does not designate interest rate swaps and interest rate caps as hedging instruments under a fair value hedge accounting model. Therefore, a change in interest rates at the reporting date would not affect total return.

27 FINANCIAL INSTRUMENTS (CONT'D)***Sensitivity analysis for variable instruments***

For the variable rate instruments, a change in 50 (2022: 50) basis points ("bp") in interest rate at the reporting date would impact total return and unitholders' funds (before any tax effects) by the amounts shown below. This analysis assumes that all other variables remain constant.

	Statement of Total Return		Unitholders' funds	
	Increase in interest rate \$'000	Decrease in interest rate \$'000	Increase in interest rate \$'000	Decrease in interest rate \$'000
Group				
2023				
Variable rate instruments				
Loans and borrowings (50 bp)	(8,345)	8,345	–	–
Interest rate swaps (50 bp)	5,325	(5,325)	2,517	(4,421)
	(3,020)	3,020	2,517	(4,421)
2022				
Variable rate instruments				
Loans and borrowings (50 bp)	(8,330)	8,330	–	–
Interest rate swaps (50 bp)	5,563	(5,563)	1,692	(2,557)
Interest rate caps (50 bp)	500	(500)	240	(455)
	(2,267)	2,267	1,932	(3,012)
Trust				
2023				
Variable rate instruments				
Loans and borrowings (50 bp)	(2,000)	2,000	–	–
Interest rate swaps (50 bp)	1,625	(1,625)	2,000	(946)
Loans to a subsidiary (50 bp)	136	(136)	–	–
	(239)	239	2,000	(946)
2022				
Variable rate instruments				
Loans and borrowings (50 bp)	(2,000)	2,000	–	–
Interest rate swaps (50 bp)	1,500	(1,500)	918	(908)
Loans to a subsidiary (50 bp)	175	(175)	–	–
	(325)	325	918	(908)

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting

Cash flow hedges

The Group and the Trust held the following instruments to hedge exposures to changes in interest rates.

	Maturity	
	1-12 months	More than one year
31 December 2023		
Group		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	655,000	85,000
Fixed interest rate	1.80% - 3.19%	2.98% - 3.08%
Trust		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	175,000	85,000
Fixed interest rate	1.80% - 3.05%	2.98% - 3.08%
31 December 2022		
Group		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	315,000	50,000
Fixed interest rate	1.89% - 2.13%	1.78% - 1.97%
Trust		
Interest rate risk		
Interest rate swaps		
Net exposure (\$'000)	150,000	50,000
Fixed interest rate	1.89% - 1.90%	1.78% - 1.97%

27 FINANCIAL INSTRUMENTS (CONT'D)**Hedge accounting (cont'd)****Cash flow hedges (cont'd)**

The amounts at the reporting date relating to items designated as hedged items were as follows.

	Change in value used for calculating hedge ineffectiveness \$'000	Cash flow hedge reserve \$'000
Group		
31 December 2023		
Interest rate risk		
Variable-rate instruments	3,948	2,571
31 December 2022		
Interest rate risk		
Variable-rate instruments	(8,790)	7,527
Trust		
31 December 2023		
Interest rate risk		
Variable-rate instruments	2,832	33
31 December 2022		
Interest rate risk		
Variable-rate instruments	(5,560)	3,078

There are no balances remaining in cash flow hedge reserve from hedging relationships for which hedge accounting no longer applied.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting (cont'd)

Cash flow hedges (cont'd)

The amounts relating to items designated as hedging instruments and hedge ineffectiveness were as follows.

	As at 31 December			Line item in the statement of financial position where the hedging instrument is included
	Nominal amount \$'000	Carrying amount – assets \$'000	Carrying amount – liabilities \$'000	
Group				
2023				
Interest rate risk				
Interest rate swaps	740,000	2,455	(244)	Financial derivatives
2022				
Interest rate risk				
Interest rate swaps	365,000	3,502	–	Financial derivatives
Trust				
2023				
Interest rate risk				
Interest rate swaps	260,000	631	(244)	Financial derivatives
2022				
Interest rate risk				
Interest rate swaps	200,000	2,723	–	Financial derivatives

During the period

Changes in the value of the hedging instrument recognised in unitholders' funds and NCI \$'000	Hedge ineffectiveness recognised in statement of total return \$'000	Line item in statement of total return that includes hedge ineffectiveness	Amount reclassified from hedging reserve to statement of total return \$'000	Line item in statement of total return affected by the reclassification
9,234	2,040	Finance income	(12,479)	Finance cost
7,811	2,177	Finance income	2,025	Finance cost
(503)	862	Finance income	(2,542)	Finance cost
4,561	374	Finance income	1,218	Finance cost

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting (cont'd)

Cash flow hedges (cont'd)

The following table provides a reconciliation by risk category of components of equity and analysis of unitholders' funds items, net of tax, resulting from cash flow hedge accounting:

	Group Hedging reserve \$'000	Trust Hedging reserve \$'000
Balance at 1 January 2023	7,527	3,078
Cash flow hedges		
Change in fair value:		
Interest rate risk	9,234	(503)
Amount reclassified to statement of total return:		
Interest rate risk	(12,353)	(2,542)
Share of movements in hedging reserve of joint venture	(1,837)	–
Balance at 31 December 2023	2,571	33
Balance at 1 January 2022	(5,464)	(2,701)
Cash flow hedges		
Change in fair value:		
Interest rate risk	7,291	4,561
Amount reclassified to statement of total return:		
Interest rate risk	1,879	1,218
Share of movements in hedging reserve of joint venture	3,821	–
Balance at 31 December 2022	7,527	3,078

Currency risk

In order to manage the currency risk involved in investing in assets outside Singapore, the Manager adopts the currency risk management strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the asset investment as a natural currency hedge; and
- entering into currency forward contracts to hedge the foreign currency income received from its foreign subsidiaries, back into Singapore Dollars.

27 FINANCIAL INSTRUMENTS (CONT'D)

Hedge accounting (cont'd)

Cash flow hedges (cont'd)

As at the reporting date, the Group's exposure to currency risk arising from recognised assets or liabilities denominated in a currency other than the functional currency of the entity to which they relate is not material and changes in the exchange rates between the foreign currencies and the Singapore dollar would not have a significant impact to the Group's total return before tax.

Accounting classifications and fair values

The fair values of financial assets and liabilities, including their levels in the fair value hierarchy are set out below. It does not include the fair value information of financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Note	Carrying amount				Fair value			
		Amortised cost \$'000	Fair value –hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Group									
2023									
Financial assets measured at fair value									
Financial derivatives	8	–	3,274	–	3,274	–	3,274	–	3,274
Financial assets not measured at fair value									
Trade and other receivables ^	9	24,658	–	–	24,658				
Cash and cash equivalents	11	54,225	–	–	54,225				
		78,883	–	–	78,883				
Financial liabilities measured at fair value									
Financial derivatives	8	–	(244)	–	(244)	–	(244)	–	(244)
Financial liabilities not measured at fair value									
Loans and borrowings:									
- Bank loans	12	–	–	(1,658,257)	(1,658,257)				
- Unsecured notes	12	–	–	(396,862)	(396,862)				
Trade and other payables #	13	–	–	(129,456)	(129,456)				
		–	–	(2,184,575)	(2,184,575)				

^ Excluding prepayments

Excluding advance rental received

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values (cont'd)

Carrying amount						Fair value			
	Note	Amortised cost \$'000	Fair value –hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Group									
2022									
Financial assets measured at fair value									
Financial derivatives	8	–	27,980	–	27,980	–	27,980	–	27,980
Financial assets not measured at fair value									
Trade and other receivables ^	9	22,286	–	–	22,286				
Cash and cash equivalents	11	49,482	–	–	49,482				
		71,768	–	–	71,768				
Financial liabilities not measured at fair value									
Loans and borrowings:									
- Bank loans	12	–	–	(1,653,915)	(1,653,915)				
- Unsecured notes	12	–	–	(395,544)	(395,544)				
Trade and other payables #	13	–	–	(114,903)	(114,903)				
		–	–	(2,164,362)	(2,164,362)				

^ Excluding prepayments

Excluding advance rental received

27 FINANCIAL INSTRUMENTS (CONT'D)**Accounting classifications and fair values (cont'd)**

		Carrying amount				Fair value			
	Note	Amortised cost \$'000	Fair value –hedging instruments \$'000	Other financial liabilities \$'000	Total \$'000	Level 1 \$'000	Level 2 \$'000	Level 3 \$'000	Total \$'000
Trust 2023									
Financial assets measured at fair value									
Financial derivatives	8	–	869	–	869	–	869	–	869
Financial assets not measured at fair value									
Trade and other receivables ^	9	4,683	–	–	4,683				
Loans to a subsidiary	10	32,100	–	–	32,100				
Cash and cash equivalents	11	3,274	–	–	3,274				
		40,057	–	–	40,057				
Financial liabilities not measured at fair value									
Loans and borrowings:									
- Bank loans	12	–	–	(396,862)	(396,862)				
- Loan from a subsidiary	12	–	–	(397,935)	(397,935)				
Trade and other payables #	13	–	–	(36,283)	(36,283)				
		–	–	(831,080)	(831,080)				

^ Excluding prepayments

Excluding advance rental received

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Accounting classifications and fair values (cont'd)

	Note	Carrying amount			Total	Fair value			
		Amortised cost	Fair value –hedging instruments	Other financial liabilities		Level 1	Level 2	Level 3	Total
		\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Trust									
2022									
Financial assets measured at fair value									
Financial derivatives	8	–	8,756	–	8,756	–	8,756	–	8,756
Financial assets not measured at fair value									
Trade and other receivables ^	9	2,957	–	–	2,957				
Loans to a subsidiary	10	55,000	–	–	55,000				
Cash and cash equivalents	11	3,749	–	–	3,749				
		61,706	–	–	61,706				
Financial liabilities not measured at fair value									
Loans and borrowings:									
- Bank loans	12	–	–	(396,924)	(396,924)				
- Loan from a subsidiary	12	–	–	(395,544)	(395,544)				
Trade and other payables #	13	–	–	(39,906)	(39,906)				
		–	–	(832,374)	(832,374)				

^ Excluding prepayments

Excluding advance rental received

27 FINANCIAL INSTRUMENTS (CONT'D)

Valuation techniques and significant unobservable inputs

The carrying amounts of financial assets and liabilities with a maturity of less than one year are assumed to approximate their fair values because of the short period to maturity.

The following tables show the valuation techniques used in measuring Level 2 and Level 3 fair values.

Financial instruments measured at fair value

Type	Valuation technique
Group and Trust	
Financial derivatives	<i>Market comparison technique:</i> The fair values are based on broker quotes. Similar contracts are traded in an active market and the quotes reflect the actual transactions in similar instruments.

Financial instruments not measured at fair value

Type	Valuation technique
Group	
Trade and other receivables	<i>Discounted cash flows</i>
Trade and other payables	<i>Discounted cash flows</i>
Bank loans	<i>Discounted cash flows</i>
Unsecured notes	<i>The fair value of the unsecured notes is based on the quoted price at reporting date.</i>
Trust	
Loans to a subsidiary	<i>Loans to a subsidiary is based on the same terms as the unsecured notes (based on the quoted price at reporting date) and bank loans (based on discounted cash flows).</i>
Trade and other payables	<i>Discounted cash flows</i>
Loan from a subsidiary	<i>Loan from a subsidiary is based on the same terms as the unsecured notes (based on the quoted price at reporting date) and bank loans (based on discounted cash flows).</i>

There were no transfers between Level 2 and 3 during the year.

Capital management

The Manager's principal objectives are to deliver regular and stable distributions to Unitholders and to achieve sustainable long-term growth in distributions and in the net asset value per Unit, while maintaining an appropriate capital structure. Capital consists of all components of equity of the Group.

The Group's capital funding objectives are to maintain a strong statement of financial position, manage the cost of debt financing, and potential refinancing or repayment risks, secure diversified funding sources and implement appropriate hedging strategies to manage interest rate volatility and foreign exchange exposure, after taking into account the prevailing market conditions.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

27 FINANCIAL INSTRUMENTS (CONT'D)

Capital management (cont'd)

The Group has income derived from its investments in the PRC. The conversion of the Chinese Renminbi is subject to the rules and regulations of foreign exchange control promulgated by the PRC government.

The Trust and its subsidiaries are subject to the aggregate leverage limit as defined in the Property Funds Appendix of the CIS Code issued by the MAS. The CIS Code stipulates that the total borrowings and deferred payments (together the "Aggregate Leverage") of a property fund should not, on or after 1 January 2022, exceed 45.0% of its Deposited Property. S-REITs are to have a minimum adjusted interest coverage ratio ("ICR") of 2.5 times before they are allowed to increase their leverage to beyond the prevailing 45% limit (up to 50%).

The Aggregate Leverage of the Group as at 31 December 2023 was 38.2% (2022: 38.8%) of its Deposited Property with an ICR of 2.4 times (2022: 2.4 times¹). This complied with the Aggregate Leverage limit as described above.

There were no substantial changes in the Group's and the Trust's approach to capital management during the year.

¹ As defined in Appendix 6 of the CIS Code ("Property Funds Appendix") (last revised on 23 May 2023).

28 COMMITMENTS

The Group and the Trust has the following commitments as at the reporting date:

Capital commitments

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Contracted but not provided for in the financial statements:				
- Expenditure in respect of investment properties	2,032	1,360	247	–

29 LEASES

Leases as lessee (FRS 116)

The Group leases land in relation to the Crowne Plaza Changi Airport site. The lease runs for a period of 74 years. Under the terms of the lease agreement, the land rent payable comprises a fixed component and a variable component computed based on certain percentage of the hotel revenue.

Information about leases for which the Group is a lessee is presented below.

Right-of-use assets

Right-of-use assets related to land meets the definition of investment property (see Note 4).

29 LEASES (CONT'D)**Amounts recognised in statement of total return**

	2023 \$'000	2022 \$'000
Leases under FRS 116		
Interest on lease liability	923	870

Amounts recognised in consolidated statement of cash flows

	2023 \$'000	2022 \$'000
Total cash outflow for leases	1,009	1,000

Leases as lessor**Operating lease**

The Group leases out its investment properties (see Note 4). The Group has classified these leases as operating leases, because they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets.

Rental income from investment properties recognised by the Group during 2023 was \$278,178,000 (2022: \$235,929,000) and Trust was \$47,640,000 (2022: \$42,719,000).

The following table sets out a maturity analysis of lease payments, showing the undiscounted lease payments to be received after the reporting date.

	Group \$'000	Trust \$'000
2023		
Less than one year	239,798	46,765
One to two years	204,874	40,920
Two to three years	152,574	27,512
Three to four years	97,654	5,936
Four to five years	47,662	4,056
More than five years	3,798	–
Total	746,360	125,189
2022		
Less than one year	229,713	47,919
One to two years	190,639	40,233
Two to three years	149,689	32,597
Three to four years	110,779	22,096
Four to five years	79,851	5,432
More than five years	40,093	4,053
Total	800,764	152,330

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

30 RELATED PARTY TRANSACTIONS

In the normal course of the operations of the Trust, the Manager's management fee and Trustee's fee have been paid or are payable to the Manager and the Trustee respectively. Property management fees are payable to the Property Managers, related parties of the Manager.

During the financial year, other than the transactions disclosed elsewhere in the financial statements, there were the following related party transactions:

	Group		Trust	
	2023 \$'000	2022 \$'000	2023 \$'000	2022 \$'000
Hotel service expenses and professional fees paid/payable to related parties	1,986	1,636	–	–
Settlement of liabilities by related parties of the Manager on behalf of the Group and the Trust	75	66	–	31

31 FINANCIAL RATIOS

	Group		Trust	
	2023 %	2022 %	2023 %	2022 %
Expenses to weighted average net assets ¹				
- including performance component of the Manager's fees	0.60	0.92	0.69	0.97
- excluding performance component of the Manager's fees	0.55	0.92	0.63	0.97
Portfolio turnover rate ²	–	–	–	–

¹ The annualised ratios are computed in accordance with the guidelines of the Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group and the Trust, excluding property expenses and finance expenses.

² The annualised ratio is computed based on the lesser of purchases or sales of underlying investment properties of the Group and the Trust expressed as a percentage of daily average net asset value.

32 SUBSEQUENT EVENTS

There were the following events subsequent to the reporting date:

- On 29 January 2024, the Manager declared a distribution of \$1,109,000 to the CPPU holder in respect of the period from 1 July 2023 to 31 December 2023.
- On 29 January 2024, the Manager declared a distribution of 1.04 cents per Unit, amounting to \$57,723,000 in respect of the period from 1 July 2023 to 31 December 2023.
- On 1 February 2024, the Trust issued 7,034,444 Units at \$0.2852 per Unit, amounting to \$2,006,000, to the Manager as partial payment of the management base fee for the period from 1 October 2023 to 31 December 2023 and management performance fee for financial year ended 31 December 2023.

33 NEW STANDARDS NOT ADOPTED

A number of new accounting standards and amendments to standards are effective for annual periods beginning after 1 January 2023 and earlier application is permitted; however, the Group has not early adopted the new or amended accounting standards in preparing these financial statements.

(i) Amendments to FRS 1: *Classification of Liabilities as Current or Non-current and Non-current Liabilities with Covenants*

The amendments as issued in 2020 and 2022, aim to clarify the requirements on determining whether a liability is current or non-current, and require new disclosures for non-current liabilities that are subject to future covenants. The amendments apply for annual reporting periods beginning on or after 1 January 2024.

As disclosed in notes 12 and 15, the Group has a secured bank loan and convertible notes that are subject to specific covenants. While both liabilities are classified as non-current at 31 December 2023, a future breach of the related covenants may require the Group to repay the liabilities earlier than the contractual maturity dates. The Group is in the process of assessing the potential impact of the amendments on the classification of these liabilities and the related disclosures.

(ii) Other accounting standards

The following amendments to FRSs are not expected to have a significant impact on the Group's consolidated financial statements.

- Amendments to FRS 116: *Lease Liability in a Sale and Leaseback*
- Amendments to FRS 21: *Lack of Exchangeability*
- Amendments to FRS 7 and FRS 107: *Supplier Finance Arrangements*

**OUE Real Estate Investment Trust
and its subsidiaries**

**(Constituted in the Republic of Singapore pursuant to a trust
deed dated 10 October 2013 (as amended))**

Condensed Interim Financial Statements
Six-month period ended 30 June 2024

Introduction

OUE Real Estate Investment Trust (“OUE REIT”) was constituted by a trust deed dated 10 October 2013 (as amended) entered into by OUE REIT Management Pte. Ltd. as the Manager of OUE REIT (the “Manager”) and DBS Trustee Limited as the Trustee of OUE REIT (the “Trustee”).

OUE REIT was listed on the Main Board of the Singapore Exchange Securities Trading Limited (“SGX-ST”) on 27 January 2014. The principal investment strategy of OUE REIT is to invest, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial (including real estate used primarily for office and/or retail purposes) in financial and business hubs and hospitality and/or hospitality-related purposes, within and outside of Singapore, as well as real estate-related assets.

OUE REIT’s portfolio currently comprises 7 prime properties located in Singapore and Shanghai:

- **One Raffles Place:** One of the tallest buildings in the Singapore Central Business District (“CBD”), One Raffles Place (“ORP”) is an iconic commercial development comprising two Grade A office towers and a retail mall, strategically located in the heart of main financial district Raffles Place. OUE REIT holds ORP through its 83.33% interest in OUB Centre Limited (“OUBC”). As OUBC owns 81.54% of the beneficial interest in ORP, OUE REIT has an effective interest of 67.95% in ORP.
- **OUE Downtown Office:** OUE Downtown Office is part of the OUE Downtown mixed-use development comprising Grade A offices, a retail podium as well as serviced residences, strategically located in Shenton Way.
- **Mandarin Gallery:** A high-end retail mall situated along Orchard Road in the heart of Singapore's shopping precinct, Mandarin Gallery boasts a wide 152-metre frontage, according it with a high degree of prominence, and serves as a preferred flagship location for international brands.
- **Hilton Singapore Orchard:** With 1,080 rooms, Hilton Singapore Orchard is Hilton's flagship hotel in the heart of Orchard Road, Singapore's shopping and entertainment district, providing top accommodation choices for both leisure and business travelers globally.
- **Crowne Plaza Changi Airport:** Crowne Plaza Changi Airport, managed by InterContinental Hotels Group, is a 575-room hotel directly connected to Changi Airport Terminal 3 and enjoys seamless connectivity to Jewel Changi Airport via a pedestrian bridge from Terminal 3.
- **OUE Bayfront:** Located at Collyer Quay in Singapore's CBD, OUE Bayfront is a premium Grade A office building which occupies a vantage position between the Marina Bay downtown and established financial hub of Raffles Place. OUE REIT has a 50% interest in OUE Bayfront via its interest in OUE Allianz Bayfront LLP.
- **Lippo Plaza:** Lippo Plaza is a Grade A commercial building located on Huaihai Zhong Road, within the Huangpu business district, one of Shanghai's established core CBD locations in the Puxi area of downtown Shanghai, China. OUE REIT has 91.2% strata ownership of Lippo Plaza.

OUE REIT’s distribution policy is to distribute at least 90% of its taxable income, on a semi-annual basis, with the actual level of distribution to be determined at the Manager’s discretion.

Summary of OUE REIT Group Results

	1H 2024⁽¹⁾ (\$'000)	1H 2023⁽²⁾ (\$'000)	Change (%)
Revenue	146,729	138,802	5.7
Net property income	117,143	115,265	1.6
Amount to be distributed to Unitholders ⁽³⁾	51,299	57,584	(10.9)
Distribution per Unit (“DPU”) (cents)	0.93	1.05	(11.4)

Footnotes:

- (1) The current period results of OUE REIT’s foreign subsidiaries are translated using the SGD:CNY rate of 1:5.353 for 1H 2024.
- (2) The prior period results of OUE REIT’s foreign subsidiaries are translated using the SGD:CNY rate of 1:5.195 for 1H 2023.
- (3) Net of retention for ongoing working capital requirements.

Statements of Financial Position
As at 30 June 2024

		Group		Trust	
	Note	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
Non-current assets					
Plant and equipment		164	193	–	–
Investment properties	3	5,630,238	5,630,357	930,753	930,000
Investments in subsidiaries		–	–	2,683,406	2,683,406
Investment in joint venture	4	353,725	353,719	316,878	316,878
Financial derivatives		742	–	631	–
Trade and other receivables	5	4,672	4,805	–	–
Loans to a subsidiary	6	–	–	285,600	32,100
		5,989,541	5,989,074	4,217,268	3,962,384
Current assets					
Trade and other receivables	5	24,934	22,138	7,345	4,852
Cash and cash equivalents		58,609	54,225	2,088	3,274
Financial derivatives		328	3,274	134	869
		83,871	79,637	9,567	8,995
Total assets		6,073,412	6,068,711	4,226,835	3,971,379
Non-current liabilities					
Loans and borrowings	7	1,970,570	2,055,119	938,843	794,797
Trade and other payables		39,087	41,655	11,155	11,862
Financial derivatives		–	244	–	244
Deferred tax liabilities		64,442	64,356	–	–
Lease liability		22,716	22,716	–	–
		2,096,815	2,184,090	949,998	806,903
Current liabilities					
Loans and borrowings	7	113,516	–	103,000	–
Trade and other payables		83,700	90,340	25,530	24,564
Current tax liabilities		17,558	16,151	–	–
Lease liability		50	100	–	–
		214,824	106,591	128,530	24,564
Total liabilities		2,311,639	2,290,681	1,078,528	831,467
Net assets		3,761,773	3,778,030	3,148,307	3,139,912

The accompanying notes form an integral part of the condensed interim financial statements

Statements of Financial Position (continued)
As at 30 June 2024

		Group		Trust	
	Note	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
Represented by:					
Unitholders' funds		3,298,178	3,311,192	2,936,013	2,927,603
Convertible Perpetual Preferred Units ("CPPU") holder's funds	8	212,294	212,309	212,294	212,309
		3,510,472	3,523,501	3,148,307	3,139,912
Non-controlling interests		251,301	254,529	—	—
		3,761,773	3,778,030	3,148,307	3,139,912
Units in issue and to be issued ('000)	9	5,492,950	5,492,950	5,492,950	5,492,950
Net asset value per Unit (\$)	10	0.60	0.60	0.53	0.53

The accompanying notes form an integral part of the condensed interim financial statements

Statement of Total Return
Six-month period ended 30 June 2024

		Group	
		Six-month	Six-month
		period ended	period ended
		30 June	30 June
	Note	2024	2023
		\$'000	\$'000
Revenue	11	146,729	138,802
Property operating expenses		(29,586)	(23,537)
Net property income		<u>117,143</u>	<u>115,265</u>
Manager's management fees		(8,061)	(7,916)
Trustee's fee		(484)	(477)
Other expenses		(1,147)	42
Finance income		440	2,137
Finance costs		(54,744)	(58,214)
Net finance costs	12	<u>(54,304)</u>	<u>(56,077)</u>
Net income		53,147	50,837
Share of joint venture results		4,480	4,251
Total return for the period before tax	13	<u>57,627</u>	<u>55,088</u>
Tax expense	14	(6,791)	(6,919)
Total return for the period		<u>50,836</u>	<u>48,169</u>
Total return attributable to:			
Unitholders and CPPU holder		47,664	44,791
Non-controlling interests		3,172	3,378
		<u>50,836</u>	<u>48,169</u>
Earnings per Unit (cents)			
Basic	15	0.85	0.80
Diluted	15	<u>0.82</u>	<u>0.77</u>

The accompanying notes form an integral part of the condensed interim financial statements

Distribution Statement
Six-month period ended 30 June 2024

	Group	
	Six-month	Six-month
	period ended	period ended
	30 June	30 June
	2024	2023
	\$'000	\$'000
Amount available for distribution to Unitholders at beginning of the period	60,813	59,938
Total return for the period attributable to Unitholders and CPPU holder	47,664	44,791
Less: Amount reserved for distribution to CPPU holder	(1,094)	(1,091)
Less: Amount retained for working capital requirements	(5,000)	(3,000)
Distribution adjustments (Note A)	7,229	16,884
Amount available for distribution for current period	48,799	57,584
Add: Amount released*	2,500	—
Amount to be distributed to Unitholders (Note B)	51,299	57,584
Distributions to Unitholders:		
- Distribution of 1.04 cents per Unit for the period from 1/7/2022 to 31/12/2022	—	(56,897)
- Distribution of 1.04 cents per Unit for the period from 1/7/2023 to 31/12/2023	(57,126)	—
	(57,126)	(56,897)
Amount available for distribution to Unitholders at the end of the period	54,986	60,625
Distribution per Unit ("DPU") (cents)	0.93	1.05

* In 1H 2024, OUE REIT Group released S\$2.5 million (1H2023: nil) of capital distribution from divestment of OUE Bayfront.

The accompanying notes form an integral part of the condensed interim financial statements

Distribution Statement (continued)
Six-month period ended 30 June 2024

Note A – Distribution adjustments

	Six-month period ended 30 June 2024 \$'000	Group Six-month period ended 30 June 2023 \$'000
Amortisation of debt establishment costs	5,412	2,920
Ineffective portion of changes in fair value of cash flow hedges	(272)	(356)
Net change in fair value of financial derivatives	(52)	12,020
Manager's management fees paid/payable in Units	–	2,771
Trustee's fee	484	477
Foreign exchange differences	2	37
Deferred tax expense	318	370
Straight-lining of lease incentives	1,461	(3,840)
Transfer to statutory reserve	(563)	(593)
Other items	439	3,078
Distribution adjustments	<u>7,229</u>	<u>16,884</u>

Note B – Amount to be distributed to Unitholders

	Six-month period ended 30 June 2024 \$'000	Group Six-month period ended 30 June 2023 \$'000
Comprises:		
- From operations	35,641	43,773
- From tax exempt income	11,837	11,765
- From Unitholders' contribution	3,821	2,046
	<u>51,299</u>	<u>57,584</u>

The accompanying notes form an integral part of the condensed interim financial statements

Statements of Movements in Unitholders' Funds
Six-month period ended 30 June 2024

Group	<--- Attributable to --->				
	Unitholders \$'000	CPPU holder \$'000	Total \$'000	Non- controlling interests \$'000	Total \$'000
Net assets attributable to owners at 1 January 2024	3,311,192	212,309	3,523,501	254,529	3,778,030
Operations					
Total return for the period	47,664	—	47,664	3,172	50,836
Less: Amount reserved for distribution to CPPU holder	(1,094)	1,094	—	—	—
Net increase in net assets resulting from operations	46,570	1,094	47,664	3,172	50,836
Transactions with owners					
Distributions paid to Unitholders	(57,126)	—	(57,126)	—	(57,126)
Distributions paid to CPPU Holder	—	(1,109)	(1,109)	—	(1,109)
Distributions paid to non-controlling interests	—	—	—	(6,400)	(6,400)
Net decrease in net assets resulting from transactions with owners	(57,126)	(1,109)	(58,235)	(6,400)	(64,635)
Movement in foreign currency translation reserve	(2,002)	—	(2,002)	—	(2,002)
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	(1,463)	—	(1,463)	—	(1,463)
Hedging reserve transferred to statement of total return	1,190	—	1,190	—	1,190
Share of movements in hedging reserve of joint venture	(183)	—	(183)	—	(183)
Net movement in hedging transactions	(456)	—	(456)	—	(456)
At 30 June 2024	3,298,178	212,294	3,510,472	251,301	3,761,773

The accompanying notes form an integral part of the condensed interim financial statements

Statements of Movements in Unitholders' Funds
Six-month period ended 30 June 2024

	<--- Attributable to --->				
	Unitholders \$'000	CPPU holder \$'000	Total \$'000	Non- controlling interests \$'000	Total \$'000
Group					
Net assets attributable to owners at 1 January 2023	3,240,073	212,309	3,452,382	254,985	3,707,367
Operations					
Total return for the period	44,791	—	44,791	3,378	48,169
Less: Amount reserved for distribution to CPPU holder	(1,091)	1,091	—	—	—
Net increase in net assets resulting from operations	43,700	1,091	44,791	3,378	48,169
Transactions with owners					
Issue of new Units:					
- Manager's management fees paid/payable in Units	2,771	—	2,771	—	2,771
Distributions paid to Unitholders	(56,897)	—	(56,897)	—	(56,897)
Distributions paid to CPPU Holder	—	(1,109)	(1,109)	—	(1,109)
Distributions paid to non-controlling interests	—	—	—	(6,000)	(6,000)
Net decrease in net assets resulting from transactions with owners	(54,126)	(1,109)	(55,235)	(6,000)	(61,235)
Movement in foreign currency translation reserve	(11,236)	—	(11,236)	—	(11,236)
Hedging transactions					
Effective portion of change in fair value of cash flow hedges	1,679	—	1,679	—	1,679
Hedging reserve transferred to statement of total return	(1,401)	—	(1,401)	(126)	(1,527)
Share of movements in hedging reserve of joint venture	(342)	—	(342)	—	(342)
Net movement in hedging transactions	(64)	—	(64)	(126)	(190)
At 30 June 2023	3,218,347	212,291	3,430,638	252,237	3,682,875

The accompanying notes form an integral part of the condensed interim financial statements

Statements of Movements in Unitholders' Funds (continued)
Six-month period ended 30 June 2024

	<----- Attributable to ----->		
	Unitholders \$'000	CPPU holder \$'000	Total \$'000
Trust			
Net assets attributable to owners at 1 January 2024	2,927,603	212,309	3,139,912
Operations			
Total return for the period	66,366	—	66,366
Less: Amount reserved for distribution to CPPU holder	(1,094)	1,094	—
Net increase in net assets resulting from operations	65,272	1,094	66,366
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	—	—	—
Distributions paid to Unitholders	(57,126)	—	(57,126)
Distributions paid to CPPU holder	—	(1,109)	(1,109)
Net decrease in net assets resulting from transactions with owners	(57,126)	(1,109)	(58,235)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	578	—	578
Hedging reserve transferred to statement of total return	(314)	—	(314)
Net movement in hedging transactions	264	—	264
At 30 June 2024	2,936,013	212,294	3,148,307

The accompanying notes form an integral part of the condensed interim financial statements

Statements of Movements in Unitholders' Funds (continued)
Six-month period ended 30 June 2024

	<----- Attributable to ----->		
	Unitholders	CPPU holder	Total
	\$'000	\$'000	\$'000
Trust			
Net assets attributable to owners at 1 January 2023	2,826,265	212,309	3,038,574
Operations			
Total return for the period	50,996	—	50,996
Less: Amount reserved for distribution to CPPU holder	(1,091)	1,091	—
Net increase in net assets resulting from operations	49,905	1,091	50,996
Transactions with owners			
Issue of new Units:			
- Manager's management fees paid/payable in Units	2,771	—	2,771
Distributions paid to Unitholders	(56,897)	—	(56,897)
Distributions paid to CPPU holder	—	(1,109)	(1,109)
Net decrease in net assets resulting from transactions with owners	(54,126)	(1,109)	(55,235)
Hedging transactions			
Effective portion of change in fair value of cash flow hedges	2,307	—	2,307
Hedging reserve transferred to statement of total return	(1,401)	—	(1,401)
Net movement in hedging transactions	906	—	906
At 30 June 2023	<u>2,822,950</u>	<u>212,291</u>	<u>3,035,241</u>

The accompanying notes form an integral part of the condensed interim financial statements

Interim Portfolio Statements
As at 30 June 2024

Description of property	Leasehold tenure	Remaining Term of Lease	Location	Existing use	Group		
					Carrying value at 30/6/2024 \$'000	Percentage of Unitholders' funds at 30/6/2024 %	Percentage of Unitholders' funds at 31/12/2023 %
Singapore							
OUE Downtown Office							
OUE Downtown is a mixed-use development comprising a 50-storey building (OUE Downtown 1) and a 37-storey building (OUE Downtown 2), a retail podium and a multi-storey car park	OUE Downtown 1 and OUE Downtown 2: 99-year lease from 19 July 1967	42 years	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815	Commercial	930,753	28	28
The Group owns the office components of OUE Downtown (OUE Downtown Office), comprising OUE Downtown 1 (Strata Lot U4628Y) and OUE Downtown 2 (Strata Lot U4629P)							
One Raffles Place							
An integrated commercial development comprising One Raffles Place Tower 1, One Raffles Place Tower 2 and One Raffles Place Shopping Mall	One Raffles Place Tower 1: 841-year lease from 1 November 1985	802 years	1 Raffles Place, Singapore 048616	Commercial	1,909,000	58	58
The Group has an effective interest of 67.95% in One Raffles Place	One Raffles Place Tower 2: 99-year lease from 26 May 1983	58 years					
	One Raffles Place Shopping Mall: the retail podium straddles two land plots:						
	- approximately 75% of the net lettable area ("NLA") of the retail podium is on a 99-year lease from 1 November 1985	60 years					
	- the balance 25% of the NLA of the retail podium is on an 841-year lease from 1 November 1985	803 years					

The accompanying notes form an integral part of the condensed interim financial statements

Interim Portfolio Statements (continued)
As at 30 June 2024

Description of property	Leasehold tenure	Remaining Term of Lease	Location	Existing use	Group			
					Carrying value at 30/6/2024 \$'000	Percentage of Unitholders' funds at 30/6/2024 %	Carrying value at 31/12/2023 \$'000	Percentage of Unitholders' funds at 31/12/2023 %
Crowne Plaza Changi Airport An airport hotel situated within the vicinity of passenger terminals of Singapore Changi Airport and is connected to Jewel Changi Airport via a pedestrian bridge from Terminal 3.	74-year lease from 1 July 2009	59 years	75 Airport Boulevard, Singapore 819664	Hotel	520,000	16	519,000	15
Hilton Singapore Orchard A renowned upscale hotel with strong brand recognition. With 1,080 rooms, Hilton Singapore Orchard is the largest hotel located in the heart of Orchard Road.	99-year lease from 1 July 1957	32 years	333 Orchard Road, Singapore 238867	Hotel	1,346,292	41	1,346,000	41
Mandarin Gallery High-end retail mall with 152-metre frontage situated along Orchard Road, Singapore and is the preferred location for flagship stores of international brands.	99-year lease from 1 July 1957	32 years	333A Orchard Road, Singapore 238897	Retail	453,898	14	453,500	14

The accompanying notes form an integral part of the condensed interim financial statements

Interim Portfolio Statements (continued)
As at 30 June 2024

Description of property	Leasehold tenure	Remaining Term of Lease	Location	Existing use	Group		
					Carrying value at 30/6/2024 \$'000	Percentage of Unitholders' funds at 30/6/2024 %	Percentage of Unitholders' funds at 31/12/2023 %
Shanghai							
Lippo Plaza	50-year land use right commencing from 2 July 1994	20 years	222 Huaihai Zhong Road, Huangpu District, Shanghai, PRC 200021	Commercial	447,529	14	449,041 13
A 36-storey commercial building with retail podium at Shanghai, China excluding:							
(i) Unit 2 in Basement 1,							
(ii) the 12 th , 13 th , 15 th and 16 th floors and							
(iii) 4 car park lots							
Total investment properties					5,607,472	170	5,606,541 169
Investment in joint venture					353,725	11	353,719 11
Other assets and liabilities (net)					(2,199,424)	(67)	(2,182,230) (66)
Net assets of the Group					3,761,773	114	3,778,030 114
Net assets attributable to CPPU holder					(212,294)	(6)	(212,309) (6)
Net assets attributable to non-controlling interests					(251,301)	(8)	(254,529) (8)
Unitholders' funds					3,298,178	100	3,311,192 100

The carrying value of Lippo Plaza as at 30 June 2024 in Renminbi is RMB 2,403,478,000 (31 December 2023: RMB 2,400,000,000).

The properties are leased to third parties except as otherwise stated in Note 11. Generally, the leases contain an initial non-cancellable period of 1 to 10 years (31 December 2023: 1 to 10 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of the condensed interim financial statements

Portfolio Statements (continued)
As at 30 June 2024

Description of property	Leasehold tenure	Remaining Term of Lease	Location	Existing use	Trust			
					Carrying value at 30/6/2024 \$'000	Percentage of Unitholders' funds at 30/6/2024 %	Carrying value at 31/12/2023 \$'000	Percentage of Unitholders' funds at 31/12/2023 %
Singapore								
OUE Downtown Office OUE Downtown is a mixed-use development comprising a 50-storey building (OUE Downtown 1) and a 37- storey building (OUE Downtown 2), a retail podium and a multi-storey car park	OUE Downtown 1 and OUE Downtown 2; 99-year lease from 19 July 1967	42 years	6 Shenton Way, Singapore 068809 and 6A Shenton Way, Singapore 068815	Commercial	930,753	32	930,000	32
The Trust owns the office components of OUE Downtown (OUE Downtown Office), comprising OUE Downtown 1 (Strata Lot U4628 V) and OUE Downtown 2 (Strata Lot U4629 P)								
Investment properties					930,753	32	930,000	32
Investment in joint venture					316,878	11	316,878	11
Other assets and liabilities (net)					1,900,676	64	1,893,034	64
Net assets of the Trust					3,148,307	107	3,139,912	107
Net assets attributable to CPPU holder Unitholders' funds					(212,294)	(7)	(212,309)	(7)
					2,936,013	100	2,927,603	100

The properties are leased to third parties except as otherwise stated in Note 11. Generally, the leases contain an initial non-cancellable period of 1 to 6 years (31 December 2023: 1 to 6 years). Subsequent renewals are negotiated with the respective lessees.

The accompanying notes form an integral part of the condensed interim financial statements

Consolidated Statement of Cash Flows
Six-month period ended 30 June 2024

	Group	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Cash flows from operating activities		
Total return for the period	50,836	48,169
Adjustments for:		
Depreciation of plant and equipment	32	34
Finance costs	54,742	58,177
Finance income	(440)	(2,137)
Manager's fees paid/payable in Units	–	2,771
Share of joint venture results	(4,480)	(4,251)
Allowance for doubtful receivables	(169)	(162)
Tax expense	6,791	6,919
Operating income before working capital changes	<u>107,312</u>	<u>109,520</u>
Changes in working capital:		
Trade and other receivables	(2,669)	(4,607)
Trade and other payables	(8,325)	(1,586)
Cash generated from operating activities	<u>96,318</u>	<u>103,327</u>
Tax paid	(5,354)	(6,006)
Net cash from operating activities	<u>90,964</u>	<u>97,321</u>
Cash flows from investing activities		
Additions to plant and equipment	(3)	(40)
Payment for capital expenditure on investment properties	(6,762)	(5,410)
Dividend received from joint venture	4,290	4,481
Interest received	2,501	3,195
Net cash from investing activities	<u>26</u>	<u>2,226</u>
Cash flows from financing activities		
Distributions paid to Unitholders	(57,126)	(56,897)
Distributions paid to CPPU holder	(1,109)	(1,109)
Distributions paid to non-controlling interests	(6,400)	(6,000)
Interest paid	(46,390)	(41,056)
Payment of transaction costs related to borrowings	(7,847)	(1,884)
Proceeds from bank loans	502,250	420,884
Proceeds from issuance of Notes	250,000	–
Repayment of bank loans	(719,750)	(398,000)
Net cash used in financing activities	<u>(86,372)</u>	<u>(84,062)</u>

The accompanying notes form an integral part of the condensed interim financial statements

Consolidated Statement of Cash Flows (continued)
Six-month period ended 30 June 2024

	Group	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Net increase in cash and cash equivalents	4,618	15,485
Cash and cash equivalents at beginning of the period	54,225	49,482
Effect of exchange rate fluctuations on cash held	(234)	(933)
Cash and cash equivalents at end of the period	58,609	64,034

Significant non-cash transaction

During the period, there were the following significant non-cash transaction:

Financial period ended 30 June 2023

- a total of 8,573,283 Units, amounting to \$2,771,000, were issued to the Manager as satisfaction of the Manager's management fees for the financial period.

The accompanying notes form an integral part of the condensed interim financial statements

Notes to the Condensed Interim Financial Statements

These notes form an integral part of the condensed interim financial statements.

1 General

OUE Real Estate Investment Trust (the “Trust”) is a Singapore-domiciled unit trust constituted pursuant to the trust deed dated 10 October 2013 (as amended) (the “Trust Deed”) between OUE REIT Management Pte. Ltd. (the “Manager”) and DBS Trustee Limited (the “Trustee”). The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee is under a duty to take into custody and hold the assets of the Trust and its subsidiaries (the “Group”) in trust for the holders (“Unitholders”) of units in the Trust (the “Units”).

The Trust was admitted to the Official List of Singapore Exchange Securities Trading Limited (the “SGX-ST”) on 27 January 2014 (the “Listing Date”).

The principal activity of the Trust is to invest, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs and hospitality and/or hospitality-related purposes, within and outside of Singapore, as well as real estate-related assets.

The consolidated condensed interim financial statements (“Financial Statements”) relates to the Trust and its subsidiaries (together referred to as the “Group” and individually as “Group entities”) and the Group’s interests in its joint venture.

The Group is regarded as a subsidiary of OUE Limited (“OUE”) for financial reporting purposes. Accordingly, the ultimate holding company of the Trust is Lippo ASM Asia Property Limited, a company incorporated in the Cayman Islands.

On 29 January 2024, OUE Commercial Real Estate Investment Trust changed its name to OUE Real Estate Investment Trust.

2 Basis of preparation

The Financial Statements has been prepared in accordance with the recommendations of Statement of Recommended Accounting Practice (“RAP”) 7 “*Reporting Framework for Investment Funds*” relevant to condensed interim financial statements issued by the Institute of Singapore Chartered Accountants (“ISCA”), the applicable requirements of the Code on Collective Investment Schemes (the “CIS Code”) issued by the Monetary Authority of Singapore (the “MAS”) and the provisions of the Trust Deed. RAP 7 requires the accounting policies to generally comply with the recognition and measurement principles of Singapore Financial Reporting Standards (“FRS”). The Financial Statements does not include all the information required for a complete set of financial statements prepared in accordance with FRS Standards and should be read in conjunction with the Group’s last annual consolidated financial statements as at and for the year ended 31 December 2023. However, selected explanatory notes are included to explain events and transactions that are significant to an understanding of the changes in the financial position and performance of the Group since the last annual financial statements.

The Financial Statements has been prepared on the historical cost basis, except for the investment properties and financial derivatives which are stated at their fair values.

The Financial Statements is presented in Singapore dollars, which is the functional currency of the Trust. All financial information presented in Singapore dollars has been rounded to the nearest thousand, unless otherwise stated.

The preparation of the Financial Statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

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 that applied to the consolidated financial statements as at and for the year ended 31 December 2023.

The accounting policies applied by the Group in this Financial Statements are consistent with those applied by the Group in its financial statements as at and for the year ended 31 December 2023 except for the adoption of the revised standards that are effective for annual periods beginning on 1 January 2024. The adoption of these new and revised standards did not have a material impact on the Group's Financial Statements.

3 Investment properties

	Group		Trust	
	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
At 1 January	5,630,357	5,539,164	930,000	930,000
Capital expenditure capitalised	2,272	22,460	611	819
Lease incentives	(228)	(554)	142	219
Fair value changes recognised in the statement of total return (unrealised)	—	84,527	—	(1,038)
Translation differences	(2,163)	(15,240)	—	—
At 30 June/ 31 December	5,630,238	5,630,357	930,753	930,000

As at 30 June 2024, the Group did not pledge any investment property as security to secure bank loans (31 December 2023: \$930,000,000) (see Note 7).

Measurement of fair value

In accordance with the Code of Collective Investment Scheme, the Group engaged independent external valuers to perform full valuation of its investment properties at each financial year end. The last full valuation of the investment properties was conducted on 31 December 2023. The fair values were derived based on the discounted cash flow, capitalisation and direct comparison methods. The valuation methods involve certain estimates including those relating to discount rate, terminal yield rate, capitalisation rate, price per square foot and price per room. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

The carrying amounts of the investment properties as at 30 June 2024 are based on valuations performed by the independent external valuers as at 31 December 2023, adjusted for capital expenditure incurred subsequent to the valuation date, capitalisation of lease incentives and translation differences. Management conducted an internal assessment of the valuation of the investment properties as at 30 June 2024, including considering any significant changes in operating performance of the properties, assessed whether movement in market data, such as discount rates, capitalisation rates, have any significant impact to the valuation of the investment properties. Based on the assessment, management is of the view that the fair value of the investment properties has not materially changed from 31 December 2023 valuation.

As at 31 December 2023, the carrying amounts of all the investment properties were based on independent valuations carried out by the valuers below:

Properties	Valuer
31 December 2023	
OUE Downtown Office	Savills Valuation and Professional Services (S) Pte Ltd
One Raffles Place	Savills Valuation and Professional Services (S) Pte Ltd
Crowne Plaza Changi Airport	Cushman & Wakefield VHS Pte Ltd
Hilton Singapore Orchard	Cushman & Wakefield VHS Pte Ltd
Mandarin Gallery	Cushman & Wakefield VHS Pte Ltd
Lippo Plaza	CBRE (Shanghai) Management Limited

4 Investment in joint venture

	Group		Trust	
	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
Interest in joint venture	353,725	353,719	316,878	316,878

The Group and Trust divested 50.0% interest in OUE Bayfront, OUE Tower and OUE Link (the “Property”) on 31 March 2021. The Property is now wholly-owned by a limited liability partnership known as OUE Allianz Bayfront LLP, with the Trustee, in its capacity as trustee of the Group, holding 50.0% of OUE Allianz Bayfront LLP and the ACRE Angsana Pte. Ltd. (the “PIMCO Investor”), a special purpose vehicle managed by PIMCO Prime Real Estate Asia Pacific Pte. Ltd., holding the remaining 50.0% of OUE Allianz Bayfront LLP.

5 Trade and other receivables

	Group		Trust	
	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
Current				
Trade receivables from:				
- other related parties	8,207	7,861	—	—
- third parties	5,155	3,730	353	223
	13,362	11,591	353	223
Less: Allowance for doubtful receivables	(577)	(410)	—	—
	12,785	11,181	353	223
Interest receivables	735	1,187	229	602
Other receivables from:				
- subsidiaries	—	—	5,741	2,958
- other related parties	4	16	4	16
- joint venture	330	330	330	330
- third parties	7,178	7,562	514	551
	8,247	9,095	6,818	4,457
Deposits	266	273	3	3
	21,298	20,549	7,174	4,683
Prepayments	3,636	1,589	171	169
	24,934	22,138	7,345	4,852
Non-current				
Deposits	4,110	4,109	—	—
Prepayments	562	696	—	—
	4,672	4,805	—	—

6 Loans to a subsidiary

As at 30 June 2024, the Trust has:

- on-lent the proceeds of \$255.0 million (31 December 2023: \$5.0 million) from the issuance of the notes to OUE Hospitality Sub-Trust (“OUE H-Sub-Trust”) (see note 7(d)). The loans are unsecured and repayable on demand with a fixed rate ranging from 3.95% to 4.10% per annum. The loans are not expected to be repaid in the next twelve months from the reporting date; and
- lent a loan of \$30.6 million (31 December 2023: \$27.1 million) to OUE H-Sub-Trust. The loan is unsecured with a fixed margin + SORA per annum and matures in 2026.

7 Loans and borrowings

	----- Group -----		----- Trust -----	
	30 June 2024 \$'000	31 December 2023 \$'000	30 June 2024 \$'000	31 December 2023 \$'000
Bank loans				
- Secured	—	400,000	—	400,000
- Unsecured	1,450,500	1,268,000	403,000	—
Unsecured notes	650,000	400,000	—	—
Loans from a subsidiary	—	—	650,000	400,000
Less: Unamortised transaction costs	(16,414)	(12,881)	(11,157)	(5,203)
	<u>2,084,086</u>	<u>2,055,119</u>	<u>1,041,843</u>	<u>794,797</u>
Classified as:				
Current	113,516	—	103,000	—
Non-current	1,970,570	2,055,119	938,843	794,797
	<u>2,084,086</u>	<u>2,055,119</u>	<u>1,041,843</u>	<u>794,797</u>

The aggregate leverage was 38.7% (31 December 2023: 38.2%). The interest coverage ratio stood at 2.2 times^(a) (31 December 2023: 2.4 times^(a)).

^(a) Interest coverage ratio is calculated based on guidance under Monetary Authority of Singapore’s Code on Collective Investment Schemes, Property Funds Appendix 6 (last revised on 23 May 2023).

(a) Secured bank loans

The Group does not have secured term loans and revolving credit facilities as at 30 June 2024. As at 31 December 2023, the Group has secured term loans and revolving credit facilities which are secured on the following:

- investment property with carrying amount of \$930,000,000;
- assignment of insurance policies on the investment property, except public liability insurance;

- assignment of all rights, titles, benefits and interests in connection with the sale and tenancy agreements, tenancy deposits/proceeds, sales deposits/proceeds, property management agreements and the receivables of the investment property;
- a debenture incorporating a fixed charge over book debt, charged accounts, goodwill, intellectual property and plant and machinery and floating charge over generally all of the present and future assets of the Trust in connection with the investment property; and
- the account control or charge over certain bank accounts of the Trust.

(b) Unsecured bank loans

The Group has in place the following unsecured bank loans:

- a total of \$1,658.0 million (31 December 2023: \$1,308.0 million) committed bank loans and revolving credit facilities with banks. At the reporting date, \$1,436.5 million (31 December 2023: \$1,268.0 million) was drawn down; and
- \$150.0 million (31 December 2023: \$150.0 million) uncommitted revolving credit facility with banks. At the reporting date, \$14.0 million (31 December 2023: nil) was drawn down. The uncommitted revolving credit facility is repayable on demand.
- In May 2024, the Group completed the refinancing of a \$600.0 million unsecured sustainability-linked facilities. The unsecured facilities were to refinance existing \$540.0 million secured term and revolving loan facilities and general corporate funding purpose and it incorporates interest rate reductions linked to predetermined sustainability performance targets which will allow the Group to enjoy savings in interest costs when targets are achieved.

(c) Unsecured notes

In March 2020, the Trust, through its wholly-owned subsidiary, OUE REIT Treasury Pte. Ltd., established a \$2.0 billion Multicurrency Debt Issuance Programme (the “2020 Programme”). Under the 2020 Programme, OUE REIT Treasury Pte. Ltd. may from time to time issue notes and/or perpetual securities in series or tranches.

In June 2024, OUE REIT Treasury Pte. Ltd. issued notes amounting to \$250.0 million under the 2020 Programme.

As at 30 June 2024, the unsecured notes outstanding under the 2020 Programme is \$650.0 million (31 December 2023: \$400.0 million). The unsecured notes have fixed rates ranging from 3.95% to 4.10% per annum payable semi-annually in arrears and mature between 2025 and 2027 (31 December 2023: 2025 and 2027).

The unsecured notes and the coupons relating thereto of all series will constitute direct, unconditional, unsubordinated and unsecured obligations of OUE REIT Treasury Pte. Ltd. and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than the subordinated obligations and priorities created by law) of OUE REIT Treasury Pte. Ltd.. All sums payable in respect of the unsecured notes will be unconditionally and irrevocably guaranteed by the Trustee, in its capacity as trustee of the Group.

(d) Loan from a subsidiary

OUE REIT Treasury Pte. Ltd. has on-lent the proceeds from the issuance of the notes to the Trust. The Trust has then on-lent \$255.0 million (31 December 2023: \$5.0 million) of the proceeds to OUE H-Sub-Trust.

8 Convertible perpetual preferred units

In October 2015, the Group and the Trust issued 550 million Convertible Perpetual Preferred Units (“CPPU”) at \$1 per Unit to a substantial unitholder of the Trust which is also a related party of the Manager, as partial satisfaction of the purchase consideration for the subsidiaries acquired. The key terms and conditions of the CPPUs are as follows:

- the CPPU holder has the right to receive preferential non-cumulative distribution of an amount equivalent to 1.0% per annum of the issue price which may be declared by the Manager at its sole discretion;
- any preferential distribution or part thereof not due or payable shall not accumulate for the benefit of the CPPU holder or entitle the CPPU holder to any claim in respect thereof against the Trust, the Trustee and/or the Manager;
- the CPPUs rank senior to the Units in respect of the entitlement to participate in the distributions of the Trust and rank senior to the Units in respect of the entitlement to receive out of the assets of the Trust the amount equivalent to the number of CPPUs held by the CPPU holder multiplied by the issue price and outstanding preferred and special preferred distribution upon the liquidation of the Trust. The CPPUs rank junior to the claims of all other present and future creditors of the Trust;
- the CPPU holder has the sole right to convert the CPPUs into Units, provided that the number of CPPUs converted in each financial year shall not exceed one-third of the total number of CPPUs initially issued to the CPPU holder, at a conversion price of \$0.7154 per CPPU, being the adjusted conversion price pursuant to the rights issue undertaken by the Trust in October 2018. The CPPUs may not be converted into Units for a period of four years commencing from the date of issuance of the CPPUs on 8 October 2015;
- the Manager shall have the sole right to redeem any number of CPPUs for the time being issued and outstanding on a pro-rata basis at the issue price at all times;
- the Manager shall not declare distributions or pay any distributions to the Unitholders, or make any redemption, unless the Manager declares or pays distributions to the CPPU holder; and
- the CPPU holder does not have the right to attend and vote at the meetings of Unitholders except during such period as the preferred or special preferred distribution remains in arrears and unpaid for at least 12 months, or upon any resolution which varies or abrogates any right, preference or privilege of the CPPUs, or upon any resolution for the dissolution or winding up of the Trust.

On 1 June 2021, there was a partial redemption of 155.0 million CPPUs at \$1.00 per Unit.

The CPPUs are classified as equity instruments in the statement of financial position.

The \$212,294,000 (31 December 2023: \$212,309,000) presented in the condensed interim statement of financial position represents the carrying value of the remaining 220.0 million (31 December 2023: \$220.0 million) CPPUs and the total return attributable to the CPPU holder from the last distribution date.

9 Units in issue and to be issued

		-----Group and Trust-----	
		30 June 2024 '000	31 December 2023 '000
Units in issue			
At 1 January		5,485,915	5,465,002
Creation of Units:			
- Manager's management fees paid in Units		7,035	20,913
At 31 December		<u>5,492,950</u>	<u>5,485,915</u>
Units to be issued			
Manager's management fees payable in Units		—	7,035
Units in issue and to be issued		<u><u>5,492,950</u></u>	<u><u>5,492,950</u></u>

10 Net asset value per Unit

		----- Group -----		----- Trust -----	
		30 June 2024	31 December 2023	30 June 2024	31 December 2023
Net asset value per Unit					
is based on:					
- Net assets					
attributable to					
Unitholders (\$'000)		3,298,178	3,311,192	2,936,013	2,927,603
- Units in issue and to					
be issued at					
30 June / 31					
December ('000)		9			
		<u>5,492,950</u>	<u>5,492,950</u>	<u>5,492,950</u>	<u>5,492,950</u>

11 Revenue

	----- Group -----	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Rental income	132,884	125,299
Service fee income	10,650	9,981
Carpark income	894	972
Others	2,369	2,625
Less: Business and other taxes	(68)	(75)
	146,729	138,802

Under the terms of the lease agreements for the properties, the Group is generally entitled to a fixed rent component and/or a variable rent component computed based on a certain percentage of the revenue. Hilton Singapore Orchard is leased to a related party under a master lease arrangement. The lease contains an initial term of 15 years from 25 July 2013 with an option to renew for a further 15 years. Crowne Plaza Changi Airport is leased to a related party under a master lease agreement till 27 May 2028, with an option to renew for two consecutive terms of five years each.

Included in rental income is variable rent of \$1,899,000 (30 June 2023: \$2,119,000) recognised in the statement of total return for the Group.

Included in the revenue of the Group are amounts derived from related parties of \$53,742,000 (30 June 2023: \$46,928,000).

Other income consists of miscellaneous income such as utilities and annual license fee, which are recognised over time as the service is provided.

12 Net finance costs

	----- Group -----	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Finance income		
Interest income	116	254
Hedging reserve transferred to statement of total return	–	1,527
Net change in fair value of derivatives	52	–
Ineffective portion of changes in fair value of cash flow hedges	272	356
	<u>440</u>	<u>2,137</u>
Finance costs		
Amortisation of debt-related transaction costs	(5,412)	(2,920)
Interest paid/payable to banks*	(48,870)	(42,805)
Net change in fair value of derivatives	–	(12,020)
Net foreign exchange loss	(2)	(37)
Financial liability measured at amortised cost – interest expense	(460)	(432)
	<u>(54,744)</u>	<u>(58,214)</u>
Net finance costs	<u>(54,304)</u>	<u>(56,077)</u>

* Included loss on cash flow hedges of \$1,190,000 transferred from hedging reserve.

13 Total return for the period before tax

Included in total return for the period before tax are the following:

	----- Group -----	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Audit fees paid/payable to:		
- Auditors of the Trust	131	137
- Auditors of other firms affiliated with KPMG International Limited	25	25
Non-audit fees paid/payable to:		
- Auditors of the Trust	27	32
- Auditors of other firms affiliated with KPMG International Limited	3	4
Valuation fees	<u>47</u>	<u>62</u>

14 Tax expense

	----- Group -----	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Current tax expense		
Current period	5,967	6,016
Withholding tax	506	533
Deferred tax expense		
Origination and reversal of temporary differences	318	370
	6,791	6,919

15 Earnings per Unit

(i) Basic earnings per Unit

The calculation of basic earnings per Unit was based on the total return attributable to Unitholders and the weighted average number of Units, as set out below:

Total return attributable to Unitholders

	Group	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Total return attributable to Unitholders and CPPU holder	47,664	44,791
Less: Amount reserved for distribution to CPPU holder	(1,094)	(1,091)
Total return attributable to Unitholders	46,570	43,700

Weighted average number of Units

	Group	
	Six-month period ended 30 June 2024 '000	Six-month period ended 30 June 2023 '000
Units issued or to be issued at beginning of the period	5,492,950	5,470,950
Effect of Units issued during the period	–	2,215
Effect of Units to be issued as payment of the Manager's management fees payable in Units	–	23
Weighted average number of Units during the period	<u>5,492,950</u>	<u>5,473,188</u>

(ii) Diluted earnings per Unit

The calculation of diluted earnings per Unit was based on the total return attributable to Unitholders and CPPU holder and the weighted average number of Units, after adjustment for the effect of all dilutive potential Units, as set out below:

Total return attributable to Unitholders (diluted)

	Group	
	Six-month period ended 30 June 2024 \$'000	Six-month period ended 30 June 2023 \$'000
Total return attributable to Unitholders (basic)	46,570	43,700
Add: Amount reserved for distribution to CPPU holder	1,094	1,091
Total return attributable to Unitholders and CPPU holder (diluted)	<u>47,664</u>	<u>44,791</u>

Weighted average number of Units (diluted)

	Group	
	Six-month period ended 30 June 2024 '000	Six-month period ended 30 June 2023 '000
Weighted average number of Units (basic)	5,492,950	5,473,188
Effect of the Manager's fees paid/payable in Units	–	6,336
Effect of conversion of CPPUs into Units ⁽¹⁾	307,520	307,520
Weighted average number of Units (diluted)	<u>5,800,470</u>	<u>5,787,044</u>

⁽¹⁾ The weighted average number of Units includes the weighted average potential Units to be issued assuming all the remaining CPPUs were converted at \$0.7154 per Unit, being the adjusted conversion price pursuant to the rights issue.

16 Operating segments

Information regarding the results of each reportable segment is included below. Performance is measured based on segment net property income, as included in the internal management reports that are reviewed by the Board of Directors of the Manager. Segment net property income is used to measure performance as management believes that such information is the most relevant in evaluating the results of its segments relative to other entities that operate within the same industry.

Information about reportable segments

	Commercial \$'000	Hospitality \$'000	Total \$'000
Six-months ended 30 June 2024			
Revenue	95,006	51,723	146,729
Property operating expenses	(23,354)	(6,232)	(29,586)
Reportable segment net property income	71,652	45,491	117,143
Depreciation and amortisation	(32)	–	(32)
Finance income	440	–	440
Finance costs	(32,909)	(21,835)	(54,744)
Unallocated items			
- Expenses			(9,660)
Net income			53,147
Share of joint venture results			4,480
Tax expense			(6,791)
Total return for the period			50,836
30 June 2024			
Non-current assets ⁽¹⁾	4,095,630	1,889,059	5,984,689
Six-months ended 30 June 2023			
Revenue	92,972	45,830	138,802
Property operating expenses	(20,682)	(2,855)	(23,537)
Reportable segment net property income	72,290	42,975	115,265
Depreciation and amortisation	(34)	–	(34)
Finance income	610	–	610
Finance costs	(33,369)	(23,318)	(56,687)
Unallocated items			
- Expenses			(8,317)
Net income			50,837
Share of joint venture results			4,251
Tax expense			(6,919)
Total return for the period			48,169
30 June 2023			
Non-current assets ⁽¹⁾	4,140,460	1,736,521	5,876,981

⁽¹⁾ Excluding financial instruments

Geographical information

The Group has two reportable segments, which are Singapore and China. The reporting segments operate in different countries and are managed separately because of the differences in operating and regulatory environment. For each of the reporting segments, the Board of Directors of the Manager reviews internal management reports on a regular basis.

Information about reportable segments

	Singapore \$'000	China \$'000	Total \$'000
Six-months ended 30 June 2024			
Revenue	134,817	11,912	146,729
Property operating expenses	(27,316)	(2,270)	(29,586)
Reportable segment net property income	107,501	9,642	117,143
Depreciation and amortisation	(30)	(2)	(32)
Finance income	355	85	440
Finance costs	(54,636)	(108)	(54,744)
Unallocated items			
- Expenses			(9,660)
Net income			53,147
Share of joint venture results			4,480
Tax expense	(3,782)	(3,009)	(6,791)
Total return for the period			50,836
30 June 2024			
Non-current assets ⁽¹⁾	5,537,133	447,556	5,984,689
Six-months ended 30 June 2023			
Revenue	126,807	11,995	138,802
Property operating expenses	(21,708)	(1,829)	(23,537)
Reportable segment net property income	105,099	10,166	115,265
Depreciation and amortisation	(31)	(3)	(34)
Finance income	488	122	610
Finance costs	(56,513)	(174)	(56,687)
Unallocated items			
- Expenses			(8,317)
Net income			50,837
Share of joint venture results			4,251
Tax expense	(3,916)	(3,003)	(6,919)
Total return for the period			48,169
30 June 2023			
Non-current assets ⁽¹⁾	5,380,017	496,964	5,876,981

⁽¹⁾ Excluding financial instruments

17 Commitments

The Group and the Trust have the following commitments as at the reporting date:

Capital commitments

	----- Group -----		----- Trust -----	
	30 June	31 December	30 June	31 December
	2024	2023	2024	2023
	\$'000	\$'000	\$'000	\$'000
Contracted but not provided for in the financial statements:				
- Expenditure in respect of investment properties	4,162	2,032	43	247

18 Related party transactions

In the normal course of the operations of the Trust, the Manager's management fee and Trustee's fee have been paid or are payable to the Manager and the Trustee respectively. Property management fees are payable to the Property Managers, related parties of the Manager.

During the financial period, other than the transactions disclosed elsewhere in the Financial Statements, there were the following related party transactions:

	----- Group -----	
	Six-month period ended	Six-month period ended
	30 June	30 June
	2024	2023
	\$'000	\$'000
Hotel service expenses and professional fees paid/payable to related parties	1,187	877
Settlement of liabilities by related parties of the Manager on behalf of the Group and the Trust	37	28

19 Financial ratios

	----- Group -----	
	Six-month period ended 30 June 2024 %	Six-month period ended 30 June 2023 %
Expenses to weighted average net assets ¹		
- including performance component of the Manager's fees	0.59	0.52
- excluding performance component of the Manager's fees	0.59	0.52
Portfolio turnover rate ²	—	—

¹ The annualised ratios are computed in accordance with the guidelines of the Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group and, excluding property expenses and finance expenses.

² The annualised ratio is computed based on the lesser of purchases or sales of underlying investment properties of the Group expressed as a percentage of daily average net asset value.

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