IMPORTANT NOTICE

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Confirmation of Your Representation: In order to be eligible to view the attached information memorandum or make an investment decision with respect to the securities, investors must not be a U.S. person (within the meaning of Regulation S under the Securities Act (as defined below)). The attached information memorandum is being sent at your request and by accepting the e-mail and accessing the attached information memorandum, you shall be deemed to have represented to us (1) that you are not resident in the United States nor a U.S. Person, as defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") nor are you acting on behalf of a U.S. Person, the electronic mail address that you gave us and to which this email has been delivered is not located in the U.S. and, to the extent you purchase the securities described in the attached information memorandum, you will be doing so pursuant to Regulation S under the Securities Act, and (2) that you consent to delivery of the attached information memorandum and any amendments or supplements thereto by electronic transmission.

The attached document has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of Mapletree Commercial Trust Treasury Company Pte. Ltd. ("**MCTTCPL**"), DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust) (the "**MCT Trustee**"), DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, The Hongkong and Shanghai Banking Corporation Limited and CIMB Bank Berhad or any person who controls any of them nor any of their respective directors, officers, employees, representatives or affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version. A hard copy version will be provided to you upon request.

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Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of MCTTCPL, the MCT Trustee, DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, The Hongkong and Shanghai Banking Corporation Limited and CIMB Bank Berhad to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute in the United States or elsewhere a general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (within the meaning of Regulation S under the Securities Act).

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YOU ARE NOT AUTHORISED AND YOU MAY NOT FORWARD OR DELIVER THE ATTACHED INFORMATION MEMORANDUM, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH INFORMATION MEMORANDUM IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT AND THE ATTACHED INFORMATION MEMORANDUM 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.

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Information Memorandum dated 29 June 2018

DBS TRUSTEE LIMITED

(in its capacity as trustee of Mapletree Commercial Trust)

MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.

(Incorporated in the Republic of Singapore on 18 May 2012)
(UEN/Company Registration No. 201212430W)

S$3,000,000,000
Multicurrency Medium Term Note Programme (the "Programme")

unconditionally and irrevocably guaranteed
in the case of Securities (as defined below) issued by Mapletree Commercial Trust Treasury Company Pte. Ltd.
by DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)

This Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**") to be issued from time to time by DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")) and Mapletree Commercial Trust Treasury Company Pte. Ltd. (the "**MCTTCPL**") (together, the "**Issuers**" and each an "**Issuer**") pursuant to the Programme may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

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

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or (in the case of such corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of such trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Securities issued by DBS Trustee Limited (in its capacity as trustee of MCT) (in its capacity as an issuer, the "**MCT Trustee**") will not be guaranteed (such Securities, the "**Unguaranteed Securities**"), whereas Securities issued by MCTTCPL will be guaranteed by DBS Trustee Limited (in its capacity as trustee of MCT) (in its capacity as a guarantor, the "**Guarantor**") (and such Securities, the "**Guaranteed Securities**"). References in this Information Memorandum to the Guarantor and the Guarantee shall only apply to any Guaranteed Securities that are issued under the Programme.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and the quotation for any Securities which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Securities 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. Admission to the Official List of the SGX-ST and quotation of any Securities on the SGX-ST is not to be taken as an indication of the merits of the Issuers, the Guarantor, MCT, their respective subsidiaries (if any), their respective associated companies (if any), the Programme or such Securities.

Tranches of Securities issued under the Programme may be rated or unrated. Where an issue of certain tranche of Securities is rated, its rating will not necessarily be the same as the rating applicable to MCT or 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.

THE SECURITIES AND THE GUARANTEE (AS DEFINED HEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT (AS DEFINED HEREIN) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE SECURITIES ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE SECURITIES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER).

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NOTICE

DBS Bank Ltd. (the "**Lead Arranger**"), Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited (together with the Lead Arranger, the "**Arrangers**") have been authorised by DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")) and Mapletree Commercial Trust Treasury Company Pte. Ltd. (the "**MCTTCPL**") (together, the "**Issuers**" and each an "**Issuer**") to arrange the S$3,000,000,000 Multicurrency Medium Term Note Programme (the "**Programme**") described herein. Under the Programme, the Issuers may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**") denominated in Singapore dollars and/or any other currencies. Securities issued by DBS Trustee Limited (in its capacity as trustee of MCT) (in its capacity as an issuer, the "**MCT Trustee**") will not be guaranteed (such Securities, the "**Unguaranteed Securities**"), whereas Securities issued by MCTTCPL will be guaranteed by DBS Trustee Limited (in its capacity as trustee of MCT) (in its capacity as a guarantor, the "**Guarantor**") (and such Securities, the "**Guaranteed Securities**"). References in this Information Memorandum to the Guarantor and the Guarantee shall only apply to any Guaranteed Securities that are issued under the Programme.

This Information Memorandum contains information with regard to the Issuers, the Guarantor, MCT, the MCT Manager (as defined herein), the MCT Property Manager (as defined herein), the Group (as defined herein), the Programme, the Securities and the Guarantee (as defined herein). Each of the Issuers and the Guarantor, having made all reasonable enquiries, confirms that this Information Memorandum contains all information which is material in the context of the Programme, the issue and offering of the Securities and the giving of the Guarantee, that all the information in this Information Memorandum is true and accurate in all material respects, that the opinions, expectations and intentions expressed in this Information Memorandum have been carefully considered and are based on all relevant considerations and facts existing at the date of its issue and that there are no other facts the omission of which in the context of the Programme, the issue and offering of the Securities and the giving of the Guarantee would make any such information or expressions of opinion, expectation or intention misleading in a material respect.

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

Perpetual Securities may be issued in series having one or more issue dates, and on identical terms (including as to listing) except for the issue dates, issue prices and/or the dates of the first payment of distribution. Each series may be issued in one or more tranches on the same or different issue dates. The Perpetual Securities will be issued in bearer form or registered form and may be listed on a stock exchange. The Perpetual Securities will initially be represented by either a Temporary Global Security in bearer form or a Permanent Global Security in bearer form or a registered Global Certificate which will be deposited on the issue date with either CDP or a common depositary on behalf of Euroclear and Clearstream, Luxembourg or otherwise delivered as agreed between the Relevant Issuer and the relevant Dealer. Subject to compliance with all relevant laws, regulations and directives, the Perpetual Securities may be subject to redemption or purchase in whole or in part. The Perpetual Securities will confer a right to receive distributions at a fixed or floating rate. The Perpetual Securities will be repayable at par, at a specified amount above or below par or at an amount determined by reference to a formula, in each case with terms as specified in the Pricing Supplement issued in relation to each series or tranche of Perpetual Securities. Details applicable to each series or tranche of Perpetual Securities will be specified in the applicable Pricing Supplement which is to be read in conjunction with this Information Memorandum.

The maximum aggregate principal amount of the Securities to be issued, when added to the aggregate principal amount of all Securities outstanding (as defined in the Trust Deed referred to herein) shall be S$3,000,000,000 (or its equivalent in any other currencies) or such other amount as may be determined by the Issuers from time to time in accordance with the Programme Agreement (as defined herein). On 29 June 2018, the maximum aggregate principal amount of Securities which may be issued from time to time pursuant to the Programme and which remains outstanding has been increased from S$1,000,000,000 to S$3,000,000,000.

No person has been authorised to give any information or to make any representation other than those contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, any of the Arrangers or any of the Dealers. Save as expressly stated in this Information Memorandum, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Issuers, the Guarantor, MCT or any of their respective subsidiaries (if any) or associated companies (if any). Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of the Issuers, the Guarantor, any of the Arrangers or any of the Dealers to subscribe for or purchase, the Securities in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution and publication of this Information Memorandum or any such other document or information and the offer of the Securities in certain jurisdictions may be restricted by law. Persons who distribute or publish this Information Memorandum or any such other document or information or into whose possession this Information Memorandum or any such other document or information comes are required to inform themselves about and to observe any such restrictions and all applicable laws, orders, rules and regulations.

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

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme shall be deemed to constitute an offer of, or an invitation by or on behalf of the Issuers, the Guarantor, any of the Arrangers or any of the Dealers to subscribe for or purchase, any of the Securities.

This Information Memorandum and any other document or material in relation to the issue, offering or sale of the Securities have been prepared solely for the purpose of the initial sale by the relevant Dealers of the Securities from time to time to be issued pursuant to the Programme. This Information Memorandum and such other documents or materials are made available to the recipients thereof solely on the basis that they are persons falling within the ambit of Section 274 and/or Section 275 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**") and may not be relied upon by any person other than persons to whom the Securities are sold or with whom they are placed by the relevant Dealers as aforesaid or for any other purpose. Recipients of this Information Memorandum shall not reissue, circulate or distribute this Information Memorandum or any part thereof in any manner whatsoever.

Neither the delivery of this Information Memorandum (or any part thereof) nor the issue, offering, purchase or sale of the Securities shall, under any circumstances, constitute a representation, or create any suggestion or implication, that there has been no change in the prospects, results of operations or general affairs of the Issuers, the Guarantor, MCT or any of their respective subsidiaries (if any) or associated companies (if any) or any statement of fact or the information herein since the date hereof or the date on which this Information Memorandum has been most recently amended or supplemented.

The Arrangers and the Dealers have not separately verified the information contained in this Information Memorandum. None of the Arrangers, the Dealers or any of their respective officers, employees or agents is making any representation or warranty expressed or implied as to the merits of the Securities or the subscription for, purchase or acquisition thereof, or the creditworthiness or financial condition or otherwise of the Issuers, the Guarantor, MCT or their respective subsidiaries (if any) or associated companies (if any). Further, none of the Arrangers nor any of the Dealers makes any representation or warranty as to the Issuers, the Guarantor, MCT, their respective subsidiaries (if any) or associated companies (if any) or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Information Memorandum.

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the issue of the Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuers, the Guarantor, any of the Arrangers or any of the Dealers that any recipient of this Information Memorandum or such other document or information (or such part thereof) should subscribe for or purchase any of the Securities. A prospective purchaser shall make its own assessment of the foregoing and other relevant matters including the financial condition and affairs and the creditworthiness of the Issuers, the Guarantor, MCT and their respective subsidiaries (if any) and associated companies (if any), and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of the Issuers, the Guarantor, MCT and their respective subsidiaries (if any) and associated companies (if any). Accordingly, notwithstanding anything herein, none of the Arrangers, the Dealers or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Information Memorandum or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Securities by a recipient of this Information Memorandum or such other document or information (or such part thereof).

To the fullest extent permitted by law, none of the Arrangers or any of the Dealers accept any responsibility for the contents of this Information Memorandum or for any other statement, made or purported to be made by any of the Arrangers or any of the Dealers or on its behalf in connection with the Issuers, the Guarantor or the issue and offering of the Securities. Each Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Information Memorandum or any such statement.

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Information Memorandum: (1) any annual reports, audited accounts and/or unaudited financial statements (such reports, accounts and statements being consolidated, where applicable) of the Issuers, the Guarantor, MCT and their respective subsidiaries (if any) and (2) any supplement or amendment to this Information Memorandum issued by the Issuers. This Information Memorandum is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any series or tranche of Securities, any Pricing Supplement in respect of such series or tranche. Any statement contained in this Information Memorandum or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in this Information Memorandum or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Copies of all documents deemed incorporated by reference herein are available for inspection at the specified office of the Issuing and Paying Agent (as defined herein).

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

Any discrepancies in the tables, graphs and charts included in this Information Memorandum between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place and measurements in square metres ("**sq m**") are converted to square feet ("**sq ft**") and *vice versa* based on the conversion rate of 1 sq m = 10.764 sq ft. All references in this Information Memorandum to dates and times shall mean Singapore dates and times unless otherwise specified.

The attention of recipients of this Information Memorandum is drawn to the restrictions on resale of the Securities set out under "Subscription, Purchase and Distribution" on pages 154 to 155 of this Information Memorandum.

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

It is recommended that persons proposing to subscribe for or purchase any of the Securities consult their own legal and other advisers before purchasing or acquiring the Securities.

Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the tax consequences of the acquisition, ownership or disposition of the Securities.

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

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, 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.

FORWARD-LOOKING STATEMENTS

All statements contained in this Information Memorandum that are not statements of historical fact constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "expect", "believe", "plan", "intend", "estimate", "anticipate", "may", "will", "would" and "could" or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the expected financial position, business strategy, plans and prospects of the Issuers, the Guarantor, MCT and/or the Group (including statements as to each Issuer's, the Guarantor's, MCT's and/or the Group's revenue and profitability, prospects, future plans and other matters discussed in this Information Memorandum regarding matters that are not historical fact and including the financial forecasts, profit projections, statements as to the expansion plans of the Issuer, the Guarantor, MCT and/or the Group, expected growth in the Issuers, the Guarantor, MCT and/or the Group and other related matters), if any, are forward-looking statements and accordingly, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Issuers, the Guarantor, MCT and/or the Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These factors are discussed in greater detail under, in particular, but not limited to, the section "Risk Factors".

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

Neither the delivery of this Information Memorandum nor the issue of any Securities by the Issuers shall under any circumstances constitute a continuing representation or create any suggestion or implication that there has been no change in the prospects, results of operations or general affairs of the Issuers, the Guarantor, MCT, the Group or any statement of fact or information contained in this Information Memorandum since the date of this Information Memorandum or the date on which this Information Memorandum has been most recently amended or supplemented.

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

DEFINITIONS

The following definitions have, where appropriate, been used in this Information Memorandum:

"**Agency Agreement**"	:	The Agency Agreement dated 8 August 2012 between (1) the Issuers, as issuers, (2) the Guarantor, as guarantor, (3) The Hongkong and Shanghai Banking Corporation Limited, as issuing and paying agent, transfer agent and registrar (for Non CDP Cleared Securities), (4) The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, as issuing and paying agent, transfer agent and registrar (for CDP Cleared Securities), and (5) the Trustee, as trustee, as amended, varied or supplemented from time to time.
"**Aggregate Leverage**"	:	Total borrowings and deferred payments (if any) of MCT as a percentage of the MCT Deposited Property.
"**Alexandra Precinct**"	:	As described in page 129 of this Information Memorandum.
"**ARC**"	:	Alexandra Retail Centre.
"**Arrangers**"	:	The Lead Arranger, Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited.
"**BCA**"	:	Building and Construction Authority of Singapore.
"**Bearer Securities**"	:	Securities in bearer form.
"**business day**"	:	A day (other than Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.
"**Calculation Agent**"	:	In respect of a series of Securities, the calculation agent specified in the applicable Pricing Supplement for that Series.
"**CBD**"	:	Central Business District.
"**CDP**"	:	The Central Depository (Pte) Limited.
"**CDP Cleared Securities**"	:	Notes or Perpetual Securities cleared through CDP.
"**Central Area**"	:	As defined by the URA, the Central Area comprises the following planning areas: Downtown Core, Orchard, Marina East, Marina South, Museum, Newton, Outram, River Valley, Rochor, Singapore River and Straits View in Singapore, as shown in the Master Plan 2008 of the URA as approved by the Minister for National Development on 27 November 2008.
"**Certificate**"	:	A registered certificate representing one or more Registered Securities of the same Series, being substantially in the form set out in Part II of Schedule 1 or, as the case may be, Part II of Schedule 5 of the Trust Deed and, save as provided in the Conditions, comprising the entire holding by a holder of Registered Securities of that Series.
"**CIMB Group**"	:	CIMB Berhad and its subsidiaries.

"**CIS Code**"	:	The Code on Collective Investment Schemes issued by the MAS, as amended or modified from time to time.
"**CMS Licence**"	:	Capital markets services licence for REIT management.
"**Common Depositary**"	:	In relation to a Series of the Securities, a depositary common to Euroclear and Clearstream, Luxembourg.
"**Companies Act**"	:	The Companies Act, Chapter 50 of Singapore, as amended or modified from time to time.
"**Conditions**"	:	The Note Conditions and the Perpetual Security Conditions.
"**Couponholders**"	:	The holders of the Coupons.
"**Coupons**"	:	The bearer coupons appertaining to an interest or distribution bearing Bearer Security or, as the context may require, a specific number of them and includes any replacement coupons issued pursuant to the Conditions.
"**Dealers**"	:	Persons appointed as dealers under the Programme.
"**Definitive Security**"	:	A definitive Security, in bearer form, being substantially in the form set out in Part 1 of Schedule 1 or, as the case may be, Part 1 of Schedule 5 to the Trust Deed and having, where appropriate, Coupons and/or a Talon attached on issue.
"**Extraordinary Resolution**"	:	A resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority of at least 75 % of the votes cast.
"**Fitch**"	:	Fitch Inc.
"**Fixed Rent**"	:	The fixed rent component of Gross Rental Income which includes base rent, service charges and advertising and promotion charges (after rent rebates, refunds, credits or discounts and rebates, where applicable, but excluding turnover rent).
"**FY15/16**"	:	Financial year from 1 April 2015 to 31 March 2016.
"**FY16/17**"	:	Financial year from 1 April 2016 to 31 March 2017.
"FY17/18"	:	Financial year from 1 April 2017 to 31 March 2018.
"**Global Certificate**"	:	A Certificate representing Registered Securities of one or more Tranches of the same Series that are registered in the name of (i) a nominee for the Common Depositary, (ii) CDP and/or any other clearing system.
"**Global Security**"	:	A global Security representing Securities in bearer form of one or more Tranches of the same Series, being a Temporary Global Security and/or, as the context may require, a Permanent Global Security, in each case without Coupons or a Talon.
"**Gross Rental Income**"	:	Consists of Fixed Rent and Turnover Rent.
"**Gross Revenue**"	:	Consists of Gross Rental Income and other income earned from the Properties, including car park, advertising and promotion revenue.

"**Group**"	:	MCT and its subsidiaries.
"**Guarantee**"	:	The guarantee and indemnity of the Guarantor contained in the Trust Deed and, where the context so requires, mean either the Senior Guarantee (as defined in Clause 8.1 of the Trust Deed) or Subordinated Guarantee (as defined in Clause 8.3 of the Trust Deed).
"**Guaranteed Notes**"	:	Notes issued by MCTTCPL and which will be guaranteed by DBS Trustee Limited (in its capacity as trustee of MCT).
"**Guaranteed Perpetual Securities**"	:	Perpetual Securities issued by MCTTCPL and which will be guaranteed by DBS Trustee Limited (in its capacity as trustee of MCT).
"**Guarantor**"	:	DBS Trustee Limited (in its capacity as trustee of MCT), in its capacity as the guarantor under the Programme.
"**HarbourFront Precinct**"	:	As described in page 129 of this Information Memorandum.
"**Independent Valuers**"	:	CBRE Pte. Ltd. and Knight Frank Pte. Ltd.
"**Interested Party**"	:	Refers to: (i) a director, chief executive officer or controlling shareholder of the MCT Manager, or the manager, the trustee or controlling Unitholder of MCT; or (ii) an associate of any director, chief executive officer or controlling shareholder of the manager, or an associate of the MCT Manager, the trustee or any controlling Unitholder of MCT.
"**Issuer**"	:	MCT Trustee or MCTTCPL and "**Issuers**" shall mean both of them collectively.
"**Issuing and Paying Agent**"	:	The Hongkong and Shanghai Banking Corporation Limited (for Non CDP Cleared Securities) or, as the case may be, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (for CDP Cleared Securities).
"**ITA**"	:	Income Tax Act, Chapter 134 of Singapore, as amended or modified from time to time.
"**Junior Obligations**"	:	As defined in the applicable Pricing Supplement.
"**Latest Practicable Date**"	:	21 June 2018
"**Lead Arranger**"	:	DBS Bank Ltd.
"**Listing Date**"	:	The date on which MCT is listed on the SGX-ST, being 27 April 2011.
"**Listing Manual**"	:	Listing Manual of the SGX-ST.
"**Mapletree Group**"	:	MIPL and its subsidiaries.
"**MAS**"	:	The Monetary Authority of Singapore.

“**MBC**”	:	Mapletree Business City, comprising MBC I and MBC II.
“**MBC I**”	:	Mapletree Business City I.
“**MBC II**”	:	Mapletree Business City II.
“**MCT**”	:	Mapletree Commercial Trust established in Singapore as a collective investment scheme and constituted by the MCT Trust Deed.
“**MCT Deposited Property**”	:	The gross assets of MCT, including all its authorised investments held or deemed to be held upon the trust under the MCT Trust Deed.
“**MCT Manager**”	:	Mapletree Commercial Trust Management Ltd., as manager of MCT.
“**MCT Property Manager**”	:	Mapletree Commercial Property Management Pte. Ltd., as property manager of MCT.
“**MCT Trust Deed**”	:	The trust deed dated 25 August 2005 entered into between Mapletree Investments Pte Ltd (in its former capacity as manager) and VivoCity Pte. Ltd. (in its former capacity as trustee) constituting a private trust known as Vivocity Trust, as amended by (i) a supplemental deed dated 25 April 2006, (ii) a supplemental deed of change of name of the trust dated 4 April 2011, (iii) a supplemental deed of appointment and retirement of manager dated 4 April 2011, (iv) a supplemental deed of appointment and retirement of trustee dated 4 April 2011, (v) an amending and restating deed dated 4 April 2011, (vi) a second amending and restating deed dated 28 June 2016, and (vii) a fifth supplemental deed dated 25 May 2018, and as further amended, modified or supplemented from time to time.
“**MCT Trustee**”	:	DBS Trustee Limited (in its capacity as trustee of MCT), in its capacity as an Issuer under the Programme.
“**MIPL**”	:	Mapletree Investments Pte Ltd.
“**MLHF**”	:	Bank of America Merrill Lynch HarbourFront.
“**Moody’s**”	:	Moody’s Investors Service.
“**NLA**”	:	Net Lettable Area.
“**NPI**”	:	Net Property Income.
“**Non CDP Cleared Securities**”	:	Notes or Perpetual Securities cleared through a clearing system other than CDP.
“**Note Conditions**”	:	In relation to the Notes of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 1 of the Trust Deed, as modified, with respect to any Notes represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Notes of such Series and shall be endorsed on the

Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading "Terms and Conditions of the Notes" as set out in Part III of Schedule 1 of the Trust Deed, and any reference to a particularly numbered Note Condition shall be construed accordingly.

"**Noteholders**" : The holders of the Notes.

"**Notes**" : The multicurrency medium term notes of the Relevant Issuer issued or to be issued pursuant to the Programme Agreement and constituted by the Trust Deed (and, where the context so admits, includes the Global Securities, the Definitive Securities and any related Coupons and Talons, the Global Certificates and the Certificates).

"**Ordinary Resolution**" : A resolution proposed and passed as such by a majority being 50.0% of the total number of votes for and against such resolution at a meeting of Unitholders duly convened and held in accordance with the provisions of the MCT Trust Deed.

"**Parity Obligations**" : As defined in the applicable Pricing Supplement.

"**Permanent Global Security**" : A Global Security representing Securities of one or more Tranches of the same Series, either on issue or upon exchange of interests in a Temporary Global Security, being substantially in the form set out in Schedule 3 or, as the case may be, Schedule 7 of the Trust Deed.

"**Perpetual Securities**" : Perpetual securities of the Relevant Issuer issued or to be issued pursuant to the Programme Agreement, constituted by the Trust Deed (and, where the context so admits, includes the Global Securities, the Definitive Securities and any related Coupons and Talons, the Global Certificates and the Certificates).

"**Perpetual Securityholders**" : The holders of the Perpetual Securities.

"**Perpetual Security Conditions**" : In relation to the Perpetual Securities of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 5 of the Trust Deed, as modified, with respect to any Perpetual Securities represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Perpetual Securities of such Series and shall be endorsed on the Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading "Terms and Conditions of the Perpetual Securities" as set out in Part III of Schedule 5 of the Trust Deed, and any reference to a particularly numbered Perpetual Security Condition shall be construed accordingly.

"**Precincts**" : The HarbourFront Precinct and the Alexandra Precinct collectively.

"**Pricing Supplement**" : In relation to any Tranche or Series, a pricing supplement, supplemental to this Information Memorandum, specifying the relevant issue details in relation to such Tranche or, as the case may be, Series, substantially in the form of Appendix 2 to the Programme Agreement.

"**Programme**"	:	The S$3,000,000,000 Multicurrency Medium Term Note Programme established by the Issuers pursuant to the Programme Agreement.
"**Programme Agreement**"	:	The Programme Agreement dated 8 August 2012 made between (1) the Issuers, as issuers, (2) the Guarantor, as guarantor, (3) the Arrangers, as arrangers, and (4) the Dealers, as dealers, as amended, varied or supplemented from time to time.
"**Properties**"	:	The properties which are held by MCT and "**Property**" means any one of them.
"**Property Funds Appendix**"	:	Appendix 6 to the CIS Code issued by the MAS in relation to REITs.
"**Property Management Agreement**"	:	The property management agreement dated 4 April 2011 entered into between the MCT Manager, the MCT Trustee and the MCT Property Manager, as extended by a side letter dated 24 March 2016.
"**Queenstown Planning Area**"	:	The Queenstown Planning Area is an area that includes the Queenstown housing estate and is bounded by the Ulu Pandan Canal, Ghim Moh housing estate and the former Tanglin Camp area to the north, Alexandra Road to the east, Clementi Road to the west and the sea to the south.
"**Registered Securities**"	:	Securities in registered form.
"**Registrar**"	:	The Hongkong and Shanghai Banking Corporation Limited (for Non CDP Cleared Securities) or, as the case may be, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (for CDP Cleared Securities).
"**Regulation S**"	:	Regulation S under the Securities Act.
"**REIT**"	:	Real estate investment trust.
"**Relevant Asset**"	:	In relation to the ROFR, means an income-producing real estate located in Singapore which is used primarily for commercial purposes. Where such real estate is held by a Relevant Entity through a special purpose vehicle established solely to own such real estate, the term "**Relevant Asset**" shall refer to the shares or equity interests, as the case may be, in that special purpose vehicle.
"**relevant Dealer**"	:	In the case of an issue of Securities being (or intended to be) subscribed by more than one Dealer, means all Dealers agreeing to subscribe for such Securities.
"**Relevant Entity**"	:	In relation to the ROFR, means MIPL or any of its subsidiaries, and where such subsidiaries are not wholly-owned by MIPL, whether directly or indirectly, and whose other shareholder(s) is/are third party(ies) (i.e., parties which are not subject to the ROFR), such subsidiaries will be subject to the ROFR only upon obtaining consent of such third parties, and in this respect, MIPL shall use best endeavours to obtain such consent.

"**Relevant Issuer**"	:	Either the MCT Trustee or MCTTCPL, as the case may be, as issuer of the Securities under the Programme as specified in the applicable Pricing Supplement.
"**ROFR**"	:	The right of first refusal dated 4 April 2011 which is granted by MIPL to the Trustee, which covers any proposed offer (a) of sale by a third party to a Relevant Entity of any Relevant Asset or (b) by a Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the Relevant Entity.
"**ROFR Properties**"	:	The properties which are subject to the ROFR.
"**S$**" or "**$**" and "**cents**"	:	Singapore dollars and cents respectively.
"**Securities Act**"	:	Securities Act of 1933 of the United States, as amended or modified from time to time.
"**Securities**"	:	The Notes and the Perpetual Securities.
"**Securityholders**"	:	The Noteholders and the Perpetual Securityholders.
"**Series**"	:	(a) (In relation to Securities other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches, which are (i) expressed to be consolidated and forming a single series and (ii) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of interest and (b) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest.
"**SFA**"	:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time.
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited.
"**Shares**"	:	Ordinary shares in the capital of MCTTCPL.
"**Southern Corridor**"	:	The area enveloping around the southern coast of Singapore from the western fringe of the CBD along Keppel Road, extending westwards along the south-western coast of Singapore towards Pasir Panjang, and including Sentosa.
"**Sponsor**"	:	Mapletree Investments Pte Ltd.
"**sq ft**"	:	Square feet.
"**sq m**"	:	Square metres.
"**Standard & Poor's**"	:	Standard & Poor's Rating Service, a division of The McGraw Hill Companies, Inc.
"**Subsidiary**" or "**subsidiary**"	:	Any company which is for the time being, a subsidiary (within the meaning of Section 5 of the Companies Act), and in relation to MCT, means any company, corporation, trust, fund or other entity (whether or not a body corporate): (i) which is controlled, directly or indirectly, by the Guarantor; or (ii) more than half the interests of which is beneficially owned, directly or indirectly, by the Guarantor; 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 MCT if MCT (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.

"**Take-over Code**"	:	The Singapore Code on Take-overs and Mergers issued by the Securities Industry Council of Singapore.
"**Talon**"	:	A talon for further Coupons.
"**Taxable Income**"	:	Income chargeable to tax under the ITA after deduction of allowable expenses and applicable tax allowances (but excluding gains on sale of real properties which are determined to be trading gains).
"**Temporary Global Security**"	:	A Global Security representing Securities in bearer form of one or more Tranches of the same Series on issue, being substantially in the form set out in Schedule 2 or, as the case may be, Schedule 6 of the Trust Deed.
"**Trade Area**"	:	The geographical area from which a retail centre or shopping mall can expect to draw the majority of customers who will use the retail centre or shopping mall on a regular basis.
"**Tranche**"	:	Securities which are identical in all respects (including as to listing).
"**Transfer Agent**"	:	The Hongkong and Shanghai Banking Corporation Limited (for Non CDP Cleared Securities) or, as the case may be, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (for CDP Cleared Securities).
"**Trust Deed**"	:	The Trust Deed dated 8 August 2012 made between (1) the Issuers, as issuers, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, as amended, varied or supplemented from time to time.
"**Trustee**"	:	HSBC Institutional Trust Services (Singapore) Limited.
"**Turnover Rent**"	:	The turnover rent component of Gross Rental Income, which is generally calculated as a percentage of the tenant's gross turnover, where applicable.
"**Unit**"	:	An undivided interest in MCT as provided for in the MCT Trust Deed.
"**Unitholder(s)**"	:	The registered holder(s) for the time being of a Unit including persons so registered as joint holders, except that where the registered holder is CDP, the term "**Unitholder**" shall, in relation to Units registered in the name of CDP, mean, where the context requires, the depositor whose securities account with CDP is credited with Units.
"**United States**" or "**U.S.**"	:	United States of America.

"**URA**"	:	Urban Redevelopment Authority of Singapore.
"**US$**" or "**US dollars**"	:	United States dollars.
"**WALE**"	:	Weighted average lease duration to expiry.
"**Winding-Up**"	:	With respect MCTTCPL or MCT, a final and effective order or resolution for the bankruptcy, winding-up, liquidation, receivership or similar proceedings in respect of MCTTCPL or MCT, as the case may be, and any equivalent or analogous procedure under the law of any jurisdiction in which it is incorporated, domiciled or resident or carries on business or has assets.
"**%**"	:	Per cent.

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

CORPORATE INFORMATION

DBS Trustee Limited (in its capacity as trustee of MCT)

Registered Office	12 Marina Boulevard Level 44, DBS Asia Central@Marina Bay Financial Centre Tower 3 Singapore 018982
Auditors for MCT	PricewaterhouseCoopers LLP

Mapletree Commercial Trust Treasury Company Pte. Ltd.

Board of Directors	Ms Lim Hwee Li Sharon Ms Tan Bee Lian Janica
Company Secretaries	Mr Wan Kwong Weng Ms See Hui Hui
Registered Office	10 Pasir Panjang Road #13-01 Mapletree Business City Singapore 117438
Auditors	PricewaterhouseCoopers LLP

MCT Manager

Board of Directors	Mr Tsang Yam Pui (Non-Executive Chairman and Director) Ms Kwa Kim Li (Lead Independent Non-Executive Director) Mrs Jennifer Loh (Independent Non-Executive Director) Mr Kan Shik Lum (Independent Non-Executive Director) Mr Koh Cheng Chua (Independent Non-Executive Director) Mr Premod P. Thomas (Independent Non-Executive Director) Mr Hiew Yoon Khong (Non-Executive Director) Mr Wong Mun Hoong (Non-Executive Director) Ms Amy Ng Lee Hoon (Non-Executive Director) Ms Lim Hwee Li Sharon (Executive Director and Chief Executive Officer
Company Secretaries	Mr Wan Kwong Weng Ms See Hui Hui
Registered Office	10 Pasir Panjang Road #13-01 Mapletree Business City Singapore 117438

Arrangers of the Programme

Lead Arranger

DBS Bank Ltd.
12 Marina Boulevard
Level 42
DBS Asia Central @ Marina Bay Financial Centre Tower 3
Singapore 018982

Arrangers

Citigroup Global Markets Singapore Pte. Ltd.
8 Marina View
#21-00 Asia Square Tower 1
Singapore 018960

Oversea-Chinese Banking Corporation Limited
63 Chulia Street
#03-05 OCBC Centre East
Singapore 049514

United Overseas Bank Limited
80 Raffles Place
#03-01 UOB Plaza 1
Singapore 048624

Legal Advisers to the Arrangers and the Trustee

Allen & Gledhill LLP
One Marina Boulevard #28-00
Singapore 018989

Legal Advisers to the Issuers and the Guarantor

Allen & Overy LLP
50 Collyer Quay #09-01
OUE Bayfront
Singapore 049145

Issuing and Paying Agent, Transfer Agent and Registrar (for Non CDP Cleared Securities)

The Hongkong and Shanghai Banking Corporation Limited
Level 30, HSBC Main Building
1 Queen's Road Central
Hong Kong

Issuing and Paying Agent, Transfer Agent and Registrar (for CDP Cleared Securities)

The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
21 Collyer Quay
#03-01, HSBC Main Building
Singapore 049320

Trustee for the Securityholders

HSBC Institutional Trust Services (Singapore) Limited
21 Collyer Quay
#03-01, HSBC Main Building
Singapore 049320

SUMMARY OF THE PROGRAMME

The following summary is derived from, and should be read in conjunction with, the full text of this Information Memorandum (and any relevant supplement to this Information Memorandum), the Programme Agreement, the Trust Deed, the Agency Agreement and the relevant Pricing Supplement. Terms not defined in the following summary or the Glossary shall have the meanings set out in "Terms and Conditions of the Notes" or "Terms and Conditions of the Perpetual Securities", as the case may be.

NOTES

Issuers	:	The MCT Trustee and MCTTCPL.
Guarantor	:	Notes issued by MCTTCPL will be guaranteed by the MCT Trustee. References in this Information Memorandum to the Guarantor and the Guarantee shall only apply to any Guaranteed Notes that are issued under the Programme.
Lead Arranger	:	DBS Bank Ltd.
Arrangers	:	The Lead Arranger, Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited.
Dealers	:	DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, The Hongkong and Shanghai Banking Corporation Limited and CIMB Bank Berhad.
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited.
Issuing and Paying Agent, Transfer Agent and Registrar	:	The Hongkong and Shanghai Banking Corporation Limited (for Non CDP Cleared Securities). The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (for CDP Cleared Securities).
Description	:	S$3,000,000,000 Multicurrency Medium Term Note Programme.
Programme Size	:	The maximum aggregate principal amount of the Notes (together with the Perpetual Securities) outstanding at any time shall be S$3,000,000,000 (or its equivalent in other currencies) or such other amount as may be determined by the Issuers from time to time in accordance with the Programme Agreement.
Currency	:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Singapore dollars or any other currency agreed between the Relevant Issuer and the relevant Dealer(s).
Method of Issue	:	Notes may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Notes may be issued at par or at a discount, or premium, to par.

Maturities	:	Subject to compliance with all relevant laws, regulations and directives, Notes may have maturities of such tenor as may be agreed between the Relevant Issuer and the relevant Dealer(s).
Mandatory Redemption	:	Unless previously redeemed or purchased and cancelled, each Note will be redeemed at its redemption amount on the maturity date shown on its face.
Interest Basis	:	Notes may bear interest at fixed, floating, variable or hybrid rates or may not bear interest.
Fixed Rate Notes	:	Fixed Rate Notes will bear a fixed rate of interest which will be payable in arrear on specified dates and at maturity.
Floating Rate Notes	:	Floating Rate Notes which are denominated in Singapore dollars will bear interest to be determined separately for each Series by reference to S$ SIBOR or S$ SWAP RATE (or in any other case such other benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Interest periods in relation to the Floating Rate Notes will be agreed between the Relevant Issuer and the relevant Dealer(s) prior to their issue. Floating Rate Notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s).
Variable Rate Notes	:	Variable Rate Notes will bear interest at a variable rate determined in accordance with the Note Conditions. Interest periods in relation to the Variable Rate Notes will be agreed between the Relevant Issuer and the relevant Dealer(s) prior to their issue.
Hybrid Notes	:	Hybrid Notes will bear interest, during the fixed rate period to be agreed between the Relevant Issuer and the relevant Dealer(s), at a fixed rate of interest which will be payable in arrear on specified dates and, during the floating rate period to be agreed between the Relevant Issuer and the relevant Dealer(s), at the rate of interest to be determined by reference to S$ SIBOR or S$ SWAP RATE (or such other benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s)), as adjusted for any applicable margin (provided that if the Hybrid Notes are denominated in a currency other than Singapore dollars, such Hybrid Notes will bear interest to be determined separately by reference to such benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s)), in each case payable at the end of each interest period to be agreed between the Relevant Issuer and the relevant Dealer(s).
Zero Coupon Notes	:	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest other than in the case of late payment.
Form and Denomination of Notes	:	The Notes will be issued in bearer form only or registered form only and in such denominations as may be agreed between the Relevant Issuer and the relevant Dealer(s). Each Tranche or Series of bearer Notes may initially be represented by a Temporary Global Security or a Permanent Global Security or a Global Certificate. Each Temporary Global Security may be deposited on the relevant issue date with CDP, a common depositary for Euroclear and

		Clearstream, Luxembourg and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Notes (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Notes upon the terms therein. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholders' entire holding of registered Notes of one Series. Certificates representing registered Notes that are registered in the name of a nominee of CDP, Euroclear, Clearstream, Luxembourg and/or any other agreed clearing system are referred to as "**Global Certificates**".
Custody of the Notes	:	Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository. Notes which are cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with a common depositary on behalf of Euroclear and Clearstream, Luxembourg.
Rating	:	Tranches of Notes issued under the Programme may be rated or unrated. Where an issue of certain tranche of Notes is rated, its rating will not necessarily be the same as the rating applicable to MCT or 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.
Status of the Notes and the Guarantee	:	The Notes and Coupons of all Series constitute direct, unconditional, unsubordinated and unsecured obligations of the Relevant Issuer 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 subordinated obligations and priorities created by law) of the Relevant Issuer. The obligations of the Guarantor under the Guarantee 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.
Redemption upon Cessation or Suspension of Trading in Units	:	If on any date (i) the Units cease to be traded on the SGX-ST or (ii) trading in the Units is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Relevant Issuer shall, at the option of the holder of any Note, at any time no later than the date falling 30 days after the relevant Effective Date, redeem such Note at its Redemption Amount (together with interest accrued to 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. "**Effective Date**" means (in the case of (i) above) the date of cessation of trading or (in the case of (ii) above) the day immediately following the expiry of the seven-day period.

Redemption and Purchase	:	If so provided on the face of the Note and the relevant Pricing Supplement, Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Relevant Issuer and/or the holders of the Notes. Further, if so provided on the face of the Note and the relevant Pricing Supplement, Notes may be purchased by the Relevant Issuer (either in whole or in part) prior to their stated maturity at the option of the Relevant Issuer and/or the holders of the Notes.
Negative Pledge of Issuer (only where the Relevant Issuer is MCTTCPL)	:	So long as any of the Guaranteed Notes or Coupons in respect of such Guaranteed Notes remains outstanding, MCTTCPL will not create or have outstanding any security over the whole or any part of its undertakings, assets, properties or revenues, present or future (unless at the same time or prior thereto, MCTTCPL's obligations under the Trust Deed, the other Issue Documents (as defined in the Trust Deed), the Guaranteed Notes and the Coupons in respect of such Guaranteed Notes (a) are secured equally and rateably therewith to the satisfaction of the Trustee or (b) have the benefit of such other security or arrangement as shall be approved by the Trustee or by the Noteholders by way of an Extraordinary Resolution) save for: (a) any security over any asset existing at the date of the Trust Deed and disclosed in writing to the Trustee on or prior to the date of the Trust Deed (but the principal amount secured by any such security may not be increased, except with the prior approval of the Noteholders by way of an Extraordinary Resolution); (b) liens or rights of set-off arising in the ordinary course of its business; and (c) any other security which has been approved by the Noteholders by way of an Extraordinary Resolution.
Negative Pledge of Issuer (only where the Relevant Issuer is the MCT Trustee) or Guarantor (only in the case of Guaranteed Notes)	:	So long as any of the Notes or Coupons remains outstanding, the MCT Trustee (in the case of Unguaranteed Notes) or in its capacity as Guarantor (in the case of Guaranteed Notes) will not, and will procure that none of its subsidiaries will, create or have outstanding any security ("**Subsequent Security**") over any Existing Secured Assets (as defined below) which ranks, in point of priority, completely after the security created over such Existing Secured Asset, except for any security created or outstanding with the prior consent in writing of the Trustee or the Noteholders by way of an Extraordinary Resolution. "**Existing Secured Assets**" means any of the undertakings, assets, properties, revenues or rights to receive dividends of the Guarantor and/or any of its subsidiaries, over which a first ranking security by way of an assignment, a charge and/or a mortgage exists at the time of creation of the Subsequent Security over such undertaking, asset, property, revenue or right. For the avoidance of doubt, nothing in Note Condition 4(b) in relation to such Negative Pledge shall prohibit: (a) any additional first ranking security to be created over any Existing Secured Asset (whether in connection with a refinancing or otherwise) ranking *pari passu* with the existing first ranking security created over such Existing Secured Asset; and

		(b) any first ranking security over any units or shares in any company, trust or other entity which are not secured notwithstanding that the undertaking, assets, property or revenues belonging to such company, trust or entity may be secured.
Further Covenants	:	The MCT Trustee has covenanted with the Trustee in the Trust Deed that it will comply with the Property Funds Appendix for so long as any of the Notes remains outstanding.
Events of Default	:	See Note Condition 10 of the Notes.
Taxation	:	All payments in respect of the Notes and the Coupons by the Relevant Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding 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 within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Relevant Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, please see the section on "Singapore Taxation" herein.
Listing	:	Each Series of the Notes may, if so agreed between the Relevant Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Relevant Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained.
Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Notes and the distribution of offering material relating to the Notes, see the section on "Subscription, Purchase and Distribution" herein. Further restrictions may apply in connection with any particular Series or Tranche of Notes.
Governing Law	:	The Programme, the Guarantee and any Notes issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

PERPETUAL SECURITIES

Issuers	:	The MCT Trustee and MCTTCPL.
Guarantor	:	Perpetual Securities issued by MCTTCPL will be guaranteed by the MCT Trustee. References in this Information Memorandum to the Guarantor and the Guarantee shall only apply to any Guaranteed Perpetual Securities that are issued under the Programme.
Lead Arranger	:	DBS Bank Ltd.
Arrangers	:	The Lead Arranger, Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited.

Dealers	:	DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited, The Hongkong and Shanghai Banking Corporation Limited and CIMB Bank Berhad.
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited.
Issuing and Paying Agent, Transfer Agent and Registrar	:	The Hongkong and Shanghai Banking Corporation Limited (for Non CDP Cleared Securities). The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (for CDP Cleared Securities).
Description	:	S$3,000,000,000 Multicurrency Medium Term Note Programme.
Programme Size	:	The maximum aggregate principal amount of the Perpetual Securities (together with the Notes) outstanding at any time shall be S$3,000,000,000 (or its equivalent in other currencies) or such other amount as may be determined by the Issuers from time to time in accordance with the Programme Agreement.
Currency	:	Subject to compliance with all relevant laws, regulations and directives, Perpetual Securities may be issued in Singapore dollars or any other currency agreed between the Relevant Issuer and the relevant Dealer(s).
Method of Issue	:	Perpetual Securities may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Perpetual Securities may be issued at par or at a discount, or premium, to par.
No Fixed Maturity	:	The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Relevant Issuer shall only have the right to redeem or purchase them in accordance with the provisions of the Terms and Conditions of the Perpetual Securities.
Distribution Basis	:	Perpetual Securities may bear distribution at fixed or floating rates.
Fixed Rate Perpetual Securities	:	Fixed Rate Perpetual Securities will bear a fixed rate of distribution which will be payable in arrear on specified dates.
Floating Rate Perpetual Securities	:	Floating Rate Perpetual Securities which are denominated in Singapore dollars will bear distribution to be determined separately for each Series by reference to S$ SIBOR or S$ SWAP RATE (or in any other case such other benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Distribution periods in relation to the Floating Rate Perpetual Securities will be agreed between the Relevant Issuer and the relevant Dealer(s) prior to their issue. Floating Rate Perpetual Securities which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Relevant Issuer and the relevant Dealer(s).

Distribution Discretion	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Relevant Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Trustee and the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Perpetual Security Condition 14) not more than 15 nor less than 3 business days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date. If Dividend Pusher is set out thereon, the Relevant Issuer may not elect to defer any distribution if during the Distribution Accrual Period ending on the day before that scheduled Distribution Payment Date, either or both of the following have occurred: (a) a discretionary dividend, distribution or other payment has been declared by the Relevant Issuer or the Guarantor on or in respect of any of the Junior Obligations or, in relation to Subordinated Perpetual Securities only, the Parity Obligations of the Relevant Issuer or the Guarantor (except in relation to the Parity Obligations of the Relevant Issuer or the Guarantor on a pro-rata basis); or (b) the Relevant Issuer or the Guarantor has at its discretion repurchased, redeemed or otherwise acquired any of its Junior Obligations or, in relation to Subordinated Perpetual Securities only, the Parity Obligations (other than on a pro-rata basis), and/or as otherwise specified in the applicable Pricing Supplement.
Non-Cumulative and Optional Distribution	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, if a distribution is not paid in whole or in part, 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. Such unpaid distributions ("**Optional Distributions**") or part thereof are non-cumulative and do not accrue distribution. The Relevant Issuer may, at its sole discretion, and at any time, elect to pay the Optional Distributions (in whole or in part) by complying with the notice requirements in Perpetual Security Condition 4(IV)(e). There is no limit on the number of times or the extent of the amount with respect to which the Relevant Issuer can elect not to pay distributions pursuant to Perpetual Security Condition 4(IV).
Cumulative Distribution	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, any distribution deferred pursuant to Perpetual Security Condition 4(IV) shall constitute "**Arrears of Distribution**". The Relevant Issuer may, at its sole discretion, elect to (in the circumstances set out in Perpetual Security Condition 4(IV)(a)) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued Distribution. The 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 Perpetual Security Condition 4(IV) except that Perpetual Security Condition 4(IV)(c) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

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

Restrictions in the case of Non-Payment : If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, and on any Distribution Payment Date, payments of all Distribution scheduled to be made on such date are not made in full by reason of Perpetual Security Condition 4(IV), the Relevant 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 its Junior Obligations or in relation to Subordinated Perpetual Securities only, (except on a pro-rata basis) its Parity Obligations; or

(b) redeem, reduce, cancel, buy-back or acquire for any consideration any of its Junior Obligations or in relation to Subordinated Perpetual Securities only, (except on a pro-rata basis) its Parity Obligations,

unless and until either a redemption of all the outstanding Perpetual Securities in accordance with Perpetual Security Condition 5 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 Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution by the Perpetual Securityholders has permitted such payment.

Form and Denomination of Perpetual Securities : The Perpetual Securities will be issued in bearer form only or registered form only and in such denominations as may be agreed between the Relevant Issuer and the relevant Dealer(s). Each Tranche or Series of bearer Perpetual Securities may initially be represented by a Temporary Global Security or a Permanent Global Security or a Global Certificate. Each Temporary Global Security may be deposited on the relevant issue date with CDP, a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Perpetual Securities (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Perpetual Securities upon the terms therein. Registered Perpetual Securities will be represented by Certificates, one Certificate being issued in respect of each Perpetual Securityholders' entire holding of registered Perpetual

		Securities of one Series. Certificates representing registered Perpetual Securities that are registered in the name of a nominee of CDP, Euroclear, Clearstream, Luxembourg and/or any other agreed clearing system are referred to as "**Global Certificates**".
Custody of the Perpetual Securities	:	Perpetual Securities which are to be cleared through CDP are required to be kept with CDP as authorised depository. Perpetual Securities which are cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with a common depositary on behalf of Euroclear and Clearstream, Luxembourg.
Rating	:	Tranches of Perpetual Securities issued under the Programme may be rated or unrated. Where an issue of certain tranche of Perpetual Securities is rated, its rating will not necessarily be the same as the rating applicable to MCT or 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.
Status of the Senior Perpetual Securities and the Senior Guarantee	:	The Senior Perpetual Securities and Coupons relating to them will constitute direct, unconditional, unsubordinated and unsecured obligations of the Relevant Issuer 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 subordinated obligations and priorities created by law) of the Relevant Issuer. The obligations of the Guarantor under the Senior Guarantee will 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.
Status of the Subordinated Perpetual Securities and the Subordinated Guarantee	:	The Subordinated Perpetual Securities and Coupons relating to them will 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 of the Relevant Issuer. The obligations of the Guarantor under the Subordinated Guarantee will constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* and without any preference among themselves and with any Parity Obligations of the Guarantor.
Subordination of Subordinated Perpetual Securities	:	Subject to the insolvency laws of the jurisdiction of incorporation of the Guarantor and other applicable laws, in the event of the Winding-Up of MCT, the rights of the Perpetual Securityholders and Couponholders to payment of principal of and distribution on the Subordinated Perpetual Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Guarantor but at least *pari passu* with all other subordinated obligations of the Guarantor that are not expressed by their terms to rank junior to the Subordinated Guarantee and in priority to the claims of unitholders of MCT and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum.

Set-off in relation to Subordinated Perpetual Securities	:	Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Guarantor in respect of, or arising under or in connection with the Subordinated Guarantee, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Guarantor. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Guarantor in respect of, or arising under or in connection with the Subordinated Guarantee is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Guarantor (or, in the event of its Winding- Up or administration, the liquidator or, as appropriate, administrator of MCT) 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 MCT) and accordingly any such discharge shall be deemed not to have taken place.
Redemption at the Option of the Issuer	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Relevant Issuer may at its option, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face thereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued to (but excluding) the date fixed for redemption.
Redemption for Taxation Reasons	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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 thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, if: (a) the Relevant Issuer receives a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that: (i) the Perpetual Securities will not qualify as "bonds" or "notes" for the purposes of the definition of "qualifying debt securities" in Section 13(16) of the Income Tax Act ("**ITA**") Chapter 134 of Singapore; (ii) distributions will not be regarded as interest payable and that such payments will not be entitled to the tax concessions and exemptions available to interest payable on "qualifying debt securities" under the ITA; or

(iii) distributions will not be regarded as sums "payable by way of interest upon money borrowed" for the purposes of Section 14(1)(a) of the ITA; or

(b) the Relevant Issuer has or will become obliged to pay additional amounts as provided or referred to in Perpetual Security Condition 7, or, if the Guarantee was called, the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Perpetual Security Condition 7 in excess of the additional amounts that it would have otherwise paid as at the Issue Date, as a result of any change in, or amendment to, the laws (or any regulations, 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), which change or amendment is made effective or public on or after the Issue Date or any other date specified in the Pricing Supplement and such obligations cannot be avoided by the Relevant Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Relevant Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Redemption upon a Ratings Event	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, if an amendment, clarification or change has occurred or will occur in the equity credit criteria, guidelines or methodology of the relevant Rating Agency or any other rating agency of equivalent recognised standing requested from time to time by the Relevant Issuer to grant an equity classification to the Perpetual Securities and in each case, any of their respective successors to the rating business thereof, which amendment, clarification or change results in a lower equity credit for the Perpetual Securities than the equity credit assigned on the Issue Date or, if equity credit is not assigned on the Issue Date, at the date when equity credit is assigned for the first time.
Redemption for Accounting Reasons	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but

		excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the "**SFRS**") or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of MCT (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of MCT pursuant to the Relevant Accounting Standard.
Redemption for Tax Deductibility	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, if a Tax Event (as defined in the Perpetual Security Conditions) has occurred or will occur in the Distribution Payment Period immediately following that Distribution Payment Date.
Redemption in the case of Minimal Outstanding Amount	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 20 per cent. of the aggregate principal amount originally issued.
Redemption upon a Regulatory Event	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual 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, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (together with distribution accrued to (but excluding) the date fixed for redemption) and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to this Information Memorandum, 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 Perpetual Securities count or, in the Distribution Payment Period immediately following that Distribution Payment Date, will count towards the Aggregate Leverage (as defined in the Perpetual Security Conditions) under the Property Funds Appendix.

Limited right to institute proceedings in relation to Perpetual Securities	:	The right to institute proceedings for Winding-Up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Relevant Issuer has elected not to pay that distribution in accordance with Perpetual Security Condition 4(IV).
Proceedings for Winding-Up	:	If (i) an order is made or an effective resolution is passed for the Winding-Up of the MCTTCPL or MCT or (ii) the Relevant Issuer shall not make payment in respect of the Perpetual Securities or the Guarantor shall not make payment in respect of the Guarantee, as the case may be, for a period of 15 business days or more after the date on which such payment is due (together, the "**Enforcement Events**"), the Relevant Issuer (or, as the case may be, the Guarantor) shall be deemed to be in default under the Trust Deed and the Perpetual Securities (in the case of the Relevant Issuer) and the Guarantee (in the case of the Guarantor) and the Trustee may, subject to the provisions of Perpetual Security Condition 9(d), institute proceedings for the Winding-Up of the Relevant Issuer or, as the case may be, MCT and/or prove in the Winding-Up of the Relevant Issuer or, as the case may be, MCT and/or claim in the liquidation of the Relevant Issuer and/or MCT for such payment.
Taxation	:	Where the Perpetual Securities are recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by the Relevant Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding 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 within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Relevant Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, please see the section on "Singapore Taxation" herein.
Listing	:	Each Series of the Perpetual Securities may, if so agreed between the Relevant Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Relevant Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. For so long as any Securities are listed on the SGX-ST and the rules of the SGX-ST so require, such Securities will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies).
Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Perpetual Securities and the distribution of offering material relating to the Perpetual Securities, see the section on "Subscription, Purchase and Distribution" herein. Further restrictions may apply in connection with any particular Series or Tranche of Perpetual Securities.
Governing Law	:	The Programme, the Guarantee and any Perpetual Securities issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, will be endorsed on the Notes in definitive form (if any) issued in exchange for the Global Note(s) or the Global Certificates representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non- applicable provisions), shall be endorsed on such Notes. 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.

This Note is one of a series ("**Series**") of Notes issued by Mapletree Commercial Trust Treasury Company Pte. Ltd. ("**MCTTCPL**") or DBS Trustee Limited ("**DBST**") (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")) (together with MCTTCPL, the "**Issuers**" and each, in relation to Notes issued by it, the "**Issuer**") pursuant to the Trust Deed (as defined below). Issues of Notes by the Issuer (except where the issuer of the Note is DBST (in its capacity as trustee of MCT) (the "**MCT Trustee**")) will be guaranteed by the MCT trustee (in such capacity, the "**Guarantor**"). References in these Conditions to the Guarantor and the Guarantee shall only apply to Notes issued by MCTTCPL. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement and/or the Trust Deed.

The Notes are constituted by a Trust Deed (as amended and supplemented, the "**Trust Deed**") dated 8 August 2012 made between (1) the Issuers, (2) the Guarantor and (3) HSBC Institutional Trust Services (Singapore) Limited (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Noteholders (as defined below), and (where applicable) the Notes are issued with the benefit of a deed of covenant (as amended and supplemented, the "**Deed of Covenant**") dated 8 August 2012, relating to the CDP Cleared Notes (as defined below) executed by the Issuer. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which include the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. The Issuers and the Guarantor have entered into an Agency Agreement (as amended and supplemented, the "**Agency Agreement**") dated 8 August 2012 made between (1) the Issuers, (2) the Guarantor, (3) The Hongkong and Shanghai Banking Corporation Limited, as issuing and paying agent, transfer agent and registrar (for Notes cleared or to be cleared through a clearing system other than The Central Depository (Pte) Limited (the "**Depository**") ("**Non CDP Cleared Notes**")), (4) The Hongkong and Shanghai Banking Corporation Limited, as issuing and paying agent, transfer agent and registrar (for Notes cleared or to be cleared through the Depository ("**CDP Cleared Notes**")),and (5) the Trustee, as trustee. References in these Conditions to the Issuing and Paying Agent, the Transfer Agent and the Registrar shall be deemed to refer to The Hongkong and Shanghai Banking Corporation Limited in the case of Non CDP Cleared Notes and to The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in the case of CDP Cleared Notes. The Noteholders and the holders of the coupons (the "**Coupons**") appertaining to the interest-bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection at the principal office of the Trustee for the time being and at the specified office of the Issuing and Paying Agent for the time being.

1. Form, Denomination and Title

(a) Form and Denomination

(i) The Notes of the Series of which this Note forms part (in these Conditions, the "**Notes**") are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") in each case in the Specified Denomination shown hereon.

(ii) This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Hybrid Note or a Zero Coupon Note (depending upon the Interest Basis shown on its face).

(iii) Bearer Notes are serially numbered and issued with Coupons (and where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to default interest referred to in Condition 7(h)) in these Conditions are not applicable.

(iv) Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

(b) Title

(i) Title to the Bearer Notes and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**").

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Note, such Coupon or such Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft, loss or forgery thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

*For so long as any of the Notes is represented by a Global Note or, as the case may be, a Global Certificate, and such Global Note or Global Certificate is held by a common depositary for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and/or the Depository, each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg and/or the Depository as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or the Depository as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Note or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Note or, as the case may be, the Global Certificate (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by the Global Note or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or the Depository.*

(iii) In these Conditions, "**Global Note**" means the relevant Temporary Global Note representing each Series or the relevant Permanent Global Note representing each Series, "**Noteholder**" means the bearer of any Bearer Note (as defined in the Trust Deed) or to the person in whose name a Registered Notes is registered (as the case may be) and "**holder**" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be), "**Series**" means (1) (in relation to Notes other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of interest and (2) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest and "**Tranche**" means Notes which are identical in all respects (including as to listing).

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

2. No Exchange of Notes and Transfers of Registered Notes

(a) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.

(b) **Transfer of Registered Notes:** Subject to paragraph (f) below, one or more Registered Notes may be transferred (in the authorised denominations set our hereon) upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

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

(d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Condition 2(b) or 2(c) shall be available for delivery within seven business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

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

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

3. Status and Guarantee

(a) Status

The Notes and Coupons of all Series constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer 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 subordinated obligations and priorities created by law) of the Issuer.

(b) Guarantee

The payment of all sums expressed to be payable by MCTTCPL under the Trust Deed, the Notes and the Coupons are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor under the Guarantee and the Trust Deed 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.

4. Negative Pledge

(a) Negative Pledge of MCTTCPL (where the Issuer is MCTTCPL)

So long as any of the Notes or Coupons issued by the MCTTCPL remains outstanding, MCTTCPL will not create or have outstanding any security over the whole or any part of its undertakings, assets, properties or revenues, present or future (unless at the same time or prior thereto, the Issuer's obligations under the Trust Deed, the other Issue Documents (as defined in the Trust Deed), the Notes and the Coupons (a) are secured equally and rateably therewith to the satisfaction of the Trustee or (b) have the benefit of such other security or arrangement as shall be approved by the Trustee or by the Noteholders by way of an Extraordinary Resolution (as defined in the Trust Deed)) save for:

(i) any security over any asset existing at the date of the Trust Deed and disclosed in writing to the Trustee on or prior to the date of the Trust Deed (but the principal amount secured by any such security may not be increased, except with the prior approval of the Noteholders by way of an Extraordinary Resolution);

(ii) liens or rights of set-off arising in the ordinary course of its business; and

(iii) any other security which has been approved by the Noteholders by way of an Extraordinary Resolution.

(b) **Negative Pledge of the MCT Trustee**

So long as any of the Notes or Coupons remains outstanding, the MCT Trustee will not, and will procure that none of its subsidiaries (as defined below) will, create or have outstanding any security ("**Subsequent Security**") over any Existing Secured Assets (as defined below) which ranks, in point of priority, completely after the security created over such Existing Secured Asset, except for any security created or outstanding with the prior consent in writing of the Trustee or the Noteholders by way of an Extraordinary Resolution.

In this Condition 4(b), "**Existing Secured Assets**" means any of the undertakings, assets, properties, revenues or rights to receive dividends of the MCT Trustee and/or any of its subsidiaries, over which a first ranking security by way of an assignment, a charge and/or a mortgage exists at the time of creation of the Subsequent Security over such undertaking, asset, property, revenue or right.

For the avoidance of doubt, nothing in this Condition 4(b) shall prohibit:

(i) any additional first ranking security to be created over any Existing Secured Asset (whether in connection with a refinancing or otherwise) ranking *pari passu* with the existing first ranking security created over such Existing Secured Asset; and

(ii) any first ranking security over any units or shares in any company, trust or other entity which are not secured notwithstanding that the undertaking, assets, property or revenues belonging to such company, trust or entity may be secured.

5. Interest and other Calculations

(I) Interest on Fixed Rate Notes

(a) Interest Rate and Accrual

Each Fixed Rate Note bears interest on its outstanding principal amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Rate of Interest shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on an Interest Payment Date.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date (and if the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the Maturity Date falls before the date on which the first payment of interest would otherwise be due. If the Maturity Date is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the Interest Commencement Date, as the case may be) to the Maturity Date will amount to the Final Broken Amount shown on the face of the Note.

Interest will cease to accrue on each Fixed Rate Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(I) to the Relevant Date (as defined in Condition 8).

(b) Calculations

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon. The amount of interest payable per Calculation Amount in respect of any Note shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency.

(II) Interest on Floating Rate Notes or Variable Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note or Variable Rate Note bears interest on its outstanding principal amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (and which corresponds numerically with such preceding Interest Payment Date or the Interest Commencement Date, as the case may be), provided that the Agreed Yield (as defined in Condition 5(II)(c)) in respect of any Variable Rate Note for any Interest Period (as defined below) relating to that Variable Rate Note shall be payable on the first day of that Interest Period. If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

Interest will cease to accrue on each Floating Rate Note or Variable Rate Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(II) to the Relevant Date.

(b) Rate of Interest - Floating Rate Notes

(i) Each Floating Rate Note bears interest at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Note, being (in the case of Notes which are denominated in Singapore dollars) SIBOR (in which case such Note will be a SIBOR Note) or Swap Rate (in which case such Note will be a Swap Rate Note) or in any case (or in the case of Notes which are denominated in a currency other than Singapore dollars) such other Benchmark as is set out on the face of such Note.

Such floating rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Note. The "**Spread**" is the percentage rate per annum specified on the face of such Note as being applicable to the rate of interest for such Note. The rate of interest so calculated shall be subject to Condition 5(V)(a) below.

The rate of interest payable in respect of a Floating Rate Note from time to time is referred to in these Conditions as the "**Rate of Interest**".

(ii) The Rate of Interest payable from time to time in respect of each Floating Rate Note will be determined by the Calculation Agent on the basis of the following provisions:

(1) in the case of Floating Rate Notes which are SIBOR Notes:

(A) the Calculation Agent will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SIBOR" (or such other replacement page thereof) and as adjusted by the Spread (if any);

(B) if on any Interest Determination Date, no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof), the Calculation Agent will determine the Rate of Interest for such Interest Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Interest Period which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX)" and under the column headed "SGD SIBOR" (or such other replacement page thereof) at or about the Relevant Time on such Interest Determination Date and as adjusted by the Spread (if any);

(C) if on any Interest Determination Date, no such rate appears on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page (as defined below) as may be provided hereon) or if Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will request the principal Singapore offices of each of the Reference Banks to provide the Calculation Agent with the rate at which deposits in Singapore dollars are offered by it at approximately the Relevant Time on the Interest Determination Date to prime banks in the Singapore interbank market for a period equivalent to the duration of such Interest Period commencing on such Interest Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Notes. The Rate of Interest for such Interest Period shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations and as adjusted by the Spread (if any), as determined by the Calculation Agent;

(D) if on any Interest Determination Date, two but not all the Reference Banks provide the Calculation Agent with such quotations, the Rate of Interest for the relevant Interest Period shall be determined in accordance with (C) above on the basis of the quotations of those Reference Banks providing such quotations; and

(E) if on any Interest Determination Date, one only or none of the Reference Banks provides the Calculation Agent with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Spread (if any);

(2) in the case of Floating Rate Notes which are Swap Rate Notes:

(A) the Calculation Agent will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate for such Interest Period (determined by the Calculation Agent as being the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SWAP OFFER" (or such other page as may replace the Reuters Screen ABSIRFIX01 Page for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Spread (if any);

(B) if on any Interest Determination Date, no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof), the Calculation Agent will determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate for such Interest Period (determined by the Calculation Agent as being the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX)" and under the column headed "SGD SWAP OFFER" (or such other page as may replace Page ABSI for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Spread (if any);

(C) if on any Interest Determination Date, no such rate appears on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) or if Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 1/16 per cent.) for such Interest Period in accordance with the following formula:

In the case of Premium:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x } 36500)}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x } 36500)}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR	=	the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "USD SIBOR" (or such other page as may replace the Reuters Screen ABSIRFIX01 Page for the purpose of displaying Singapore interbank United States dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;
Spot Rate	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks and which appear on the Reuters Screen ABSIRFIX06 Page under the caption "ABS SIBOR FIX – SGD SPOT AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SPOT" (or such other page as may replace the Reuters Screen ABSIRFIX06 Page for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;
Premium or Discount	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks for a period equal to the duration of the Interest Period concerned which appears on the Reuters Screen ABSIRFIX06-7 Pages under the caption "ABS SIBOR FIX – SGD SPOT AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" (or such other page as may replace the Reuters Screen ABSIRFIX06-7 Pages for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned; and
T	=	the number of days in the Interest Period concerned.

The Rate of Interest for such Interest Period shall be the Average Swap Rate (as determined by the Calculation Agent) and as adjusted by the Spread (if any);

(D) if on any Interest Determination Date, any one of the components for the purposes of calculating the Average Swap Rate under (C) above is not quoted on the relevant Reuters Screen Page (or such other replacement page thereof) or if the relevant Reuters Screen Page (or such other replacement page thereof) is unavailable for any reason, the Calculation Agent will determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 1/16 per cent.) for such Interest Period in accordance with the following formula:

In the case of Premium:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x 36500})}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x 36500})}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR	=	the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption “FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX)” and under the column headed “USD SIBOR” (or such other page as may replace Page ABSI for the purpose of displaying Singapore interbank United States dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;
Spot Rate	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks and which appear on Page ABSI on the monitor of the Bloomberg agency under the caption “FIXING RATES – FX and SGD Swap Points” (or such other page as may replace Page ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;

Premium or Discount	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks for a period equal to the duration of the Interest Period concerned which appear on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES – FX and SGD Swap Points" (or such other page as may replace ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned; and
T	=	the number of days in the Interest Period concerned.

The Rate of Interest for such Interest Period shall be the Average Swap Rate (as determined by the Calculation Agent) and as adjusted by the Spread (if any);

(E) if on any Interest Determination Date, any one of the components for the purposes of calculating the Average Swap Rate under (D) above is not quoted on Page ABSI (or such other replacement page thereof or such other Screen Page as may be provided hereon) or Page ABSI (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will request the principal Singapore offices of the Reference Banks to provide the Calculation Agent with quotations of their Swap Rates for the Interest Period concerned at or about the Relevant Time on that Interest Determination Date and the Rate of Interest for such Interest Period shall be the Average Swap Rate for such Interest Period (which shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Swap Rates quoted by the Reference Banks to the Calculation Agent) and as adjusted by the Spread (if any). The Swap Rate of a Reference Bank means the rate at which that Reference Bank can generate Singapore dollars for the Interest Period concerned in the Singapore interbank market at or about the Relevant Time on the relevant Interest Determination Date and shall be determined as follows:

In the case of Premium:

Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x 36500})}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x 36500})}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR	=	the rate per annum at which United States dollar deposits for a period equal to the duration of the Interest Period concerned are being offered by that Reference Bank to prime banks in the Singapore interbank market at or about the Relevant Time on the relevant Interest Determination Date;
Spot Rate	=	the rate at which that Reference Bank sells United States dollars spot in exchange for Singapore dollars in the Singapore interbank market at or about the Relevant Time on the relevant Interest Determination Date;
Premium	=	the premium that would have been paid by that Reference Bank in buying United States dollars forward in exchange for Singapore dollars on the last day of the Interest Period concerned in the Singapore interbank market;
Discount	=	the discount that would have been received by that Reference Bank in buying United States dollars forward in exchange for Singapore dollars on the last day of the Interest Period concerned in the Singapore interbank market; and
T	=	the number of days in the Interest Period concerned;

(F) if on any Interest Determination Date, two but not all the Reference Banks provide the Calculation Agent with quotations of their Swap Rate(s), the Average Swap Rate for the relevant Interest Period shall be determined in accordance with (E) above on the basis of the quotations of those Reference Banks providing such quotations; and

(G) if on any Interest Determination Date, one only or none of the Reference Banks provides the Calculation Agent with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Spread (if any); and

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

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

(aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or (bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Interest Determination Date,

and as adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate is Reference Banks or if paragraph (b)(ii)(3)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if paragraph (b)(ii)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and as adjusted by the Spread (if any); and

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

(iii) On the last day of each Interest Period, the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period.

(c) Rate of Interest – Variable Rate Notes

(i) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this paragraph (c). The interest payable in respect of a Variable Rate Note on the first day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the "**Agreed Yield**" and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the "**Rate of Interest**".

(ii) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Period shall, subject as referred to in paragraph (c)(iv) below, be determined as follows:

(1) not earlier than 9.00 a.m. (Singapore time) on the ninth business day nor later than 3.00 p.m. (Singapore time) on the third business day prior to the commencement of each Interest Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:

(A) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Period;

(B) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period shall be zero); and

(C) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Period (an "**Agreed Rate**") and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Period; and

(2) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Period by 3.00 p.m. (Singapore time) on the third business day prior to the commencement of such Interest Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (1) above, the Rate of Interest for such Variable Rate Note for such Interest Period shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Interest Period.

(iii) The Issuer has undertaken to the Issuing and Paying Agent and the Calculation Agent that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Singapore time) on the next following business day:

(1) notify the Guarantor, the Issuing and Paying Agent and the Calculation Agent of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Period; and

(2) cause such Agreed Yield or, as the case may be, Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Noteholder at its request.

(iv) For the purposes of sub-paragraph (ii) above, the Rate of Interest for each Interest Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note(s) shall be the rate (the "**Fall Back Rate**") determined by reference to a Benchmark as stated on the face of such Variable Rate Note(s), being (in the case of Variable Rate Notes which are denominated in Singapore dollars) SIBOR (in which case such Variable Rate Note(s) will be SIBOR Note(s)) or Swap Rate (in which case such Variable Rate Note(s) will be Swap Rate Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore dollars) such other Benchmark as is set out on the face of such Variable Rate Note(s).

Such rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Variable Rate Note. The "Spread" is the percentage rate per annum specified on the face of such Variable Rate Note as being applicable to the rate of interest for such Variable Rate Note. The rate of interest so calculated shall be subject to Condition 5(V)(a) below.

The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Calculation Agent in accordance with the provisions of Condition 5(II)(b)(ii) above (*mutatis mutandis*) and references therein to "**Rate of Interest**" shall mean "**Fall Back Rate**".

(v) If interest is payable in respect of a Variable Rate Note on the first day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Period on the first day of such Interest Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount for such Variable Rate Note for such Interest Period on the last day of such Interest Period.

(d) Definitions

As used in these Conditions:

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

"**business day**" means:

(i) (in the context of Notes denominated in Singapore dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and each Additional Financial Centre specified in the applicable Pricing Supplement;

(ii) (in the context of Notes denominated in a currency other than Singapore dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the principal financial centre for that currency and each Additional Financial Centre specified in the applicable Pricing Supplement; and

(iii) (in the context of Notes denominated in Euros) a day (1) (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and each Additional Financial Centre specified in the applicable Pricing Supplement and (2) on which the TARGET System is open for settlement of payments in Euros;

"**Calculation Agent**" means, in respect of a Series of Notes, the calculation agent specified in the applicable Pricing Supplement for that Series;

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

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified as the Interest Commencement Date on the face of such Note;

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

"**Primary Source**" means the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Bloomberg agency or the Reuters Monitor Money Rates Service ("**Reuters**")) agreed by the Calculation Agent;

"**Reference Banks**" means the institutions specified as such hereon or, if none, three major banks selected by the Calculation Agent (after consultation with the Issuer) in the interbank market that is most closely connected with the Benchmark;

"**Relevant Currency**" means the currency in which the Notes are denominated;

"**Relevant Dealer**" means, in respect of any Variable Rate Note, the Dealer party to the Programme Agreement referred to in the Agency Agreement with whom the Issuer has concluded or is negotiating an agreement for the issue of such Variable Rate Note pursuant to the Programme Agreement;

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

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

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

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

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

(III) Interest on Hybrid Notes

(a) Interest Rate and Accrual

Each Hybrid Note bears interest on its outstanding principal amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note.

(b) Fixed Rate Period

(i) In respect of the Fixed Rate Period shown on the face of such Note, each Hybrid Note bears interest on its outstanding principal amount from the first day of the Fixed Rate Period at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of the Note in each year and on the last day of the Fixed Rate Period if that date does not fall on an Interest Payment Date.

(ii) The first payment of interest will be made on the Interest Payment Date next following the first day of the Fixed Rate Period (and if the first day of the Fixed Rate Period is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the last day of the Fixed Rate Period falls before the date on which the first payment of interest would otherwise be due. If the last day of the Fixed Rate Period is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the first day of the Fixed Rate Period, as the case may be) to the last day of the Fixed Rate Period will amount to the Final Broken Amount shown on the face of the Note.

(iii) Where the due date of redemption of any Hybrid Note falls within the Fixed Rate Period, interest will cease to accrue on the Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) to the Relevant Date.

(iv) In the case of a Hybrid Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon during the Fixed Rate Period.

(c) Floating Rate Period

(i) In respect of the Floating Rate Period shown on the face of such Note, each Hybrid Note bears interest on its outstanding principal amount from the first day of the Floating Rate Period, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the first day of the Floating Rate Period (and which corresponds numerically with such preceding Interest Payment Date or the first day of the Floating Rate Period, as the case may be). If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

(ii) The period beginning on (and including) the first day of the Floating Rate Period and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

(iii) Where the due date of redemption of any Hybrid Note falls within the Floating Rate Period, interest will cease to accrue on the Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) and the Agency Agreement to the Relevant Date.

(iv) The provisions of Condition 5(II)(b) shall apply to each Hybrid Note during the Floating Rate Period as though references therein to Floating Rate Notes are references to Hybrid Notes.

(IV) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 6(h)). As from the Maturity Date, the rate of interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 6(h)).

(V) Calculations

(a) Determination of Rate of Interest and Calculation of Interest Amounts

The Calculation Agent will, as soon as practicable after the Relevant Time on each Interest Determination Date determine the Rate of Interest and calculate the amount of interest payable (the "**Interest Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Notes, Variable Rate Notes or (where applicable) Hybrid Notes for the relevant

Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The amount of interest payable per Calculation Amount in respect of any Note shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency.

(b) Notification

The Calculation Agent will cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Issuing and Paying Agent, the Trustee and the Issuer as soon as practicable after their determination but in no event later than two business days thereafter. In the case of Floating Rate Notes, the Calculation Agent will also cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to Noteholders in accordance with Condition 16 as soon as practicable after their determination but in no event later than two business days thereafter. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period by reason of any Interest Payment Date not being a business day. If the Floating Rate Notes, Variable Rate Notes or, as the case may be, Hybrid Notes become due and payable under Condition 10, the Rate of Interest and Interest Amounts payable in respect of the Floating Rate Notes, Variable Rate Notes or, as the case may be, Hybrid Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest and Interest Amounts need to be made unless the Trustee requires otherwise.

(c) Determination or Calculation by the Trustee

If the Calculation Agent does not at any material time determine or calculate the Rate of Interest for an Interest Period or any Interest Amount, the Trustee shall do so. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(d) Calculation Agent and Reference Banks

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

6. Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its Redemption Amount on the Maturity Date shown on its face (if this Note is shown on its face to be a Fixed Rate Note, Hybrid Note (during the Fixed Rate Period) or Zero Coupon Note) or on the Interest Payment Date falling in the Redemption Month shown on its face (if this Note is shown on its face to be a Floating Rate Note, Variable Rate Note or Hybrid Note (during the Floating Rate Period)).

(b) Purchase at the Option of Issuer

If so provided hereon, the Issuer shall have the option to purchase all or any of the Fixed Rate Notes, Floating Rate Notes, Variable Rate Notes or Hybrid Notes at their Redemption Amount on any date on which interest is due to be paid on such Notes and the Noteholders shall be bound to sell such Notes to the Issuer accordingly. To exercise such option, the Issuer shall give irrevocable notice to the Noteholders within the Issuer's Purchase Option Period shown on the face hereof. Such Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

In the case of a purchase of some only of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or in the case of Registered Notes shall specify the principal amount of Registered Notes drawn and the holder(s) of such Registered Notes. to be purchased, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee, subject to compliance with any applicable laws. So long as the Notes are listed on the SGX-ST (as defined in the Trust Deed), the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any purchase of Notes.

(c) Purchase at the Option of Noteholders

(i) Each Noteholder shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, a Noteholder shall deposit any Variable Rate Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Variable Rate Notes which mature after the date fixed for purchase, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Variable Rate Notes so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Variable Rate Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Variable Rate Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

(ii) If so provided hereon, each Noteholder shall have the option to have all or any of his Fixed Rate Notes, Floating Rate Notes or Hybrid Notes purchased by the Issuer at their Redemption Amount on any date on which interest is due to be paid on such Notes and the Issuer will purchase such Notes accordingly. To exercise such option, a Noteholder shall deposit any Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Notes which mature after the date fixed for purchase, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent within the Noteholders' Purchase Option Period shown on the face hereof. Any Notes so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

(d) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, at its option, on giving irrevocable notice to the Noteholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Notes at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount, together with interest accrued to the date fixed for redemption.

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

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

(e) Redemption at the Option of Noteholders

If so provided hereon, the Issuer shall, at the option of the holder of any Note, redeem such Note on the date or dates so provided at its Redemption Amount, together with interest accrued to the date fixed for redemption. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with the Issuing and Paying Agent at its specified office or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice (an "**Exercise Notice**") in the form obtainable from the Issuing and Paying Agent, the Registrar, any other Transfer Agent or the Issuer (as applicable) within the Noteholders' Redemption Option Period shown on the face hereof. Any Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Redemption for Taxation Reasons

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) below) (together with interest accrued to (but excluding) the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8, or, if the Guarantee was called, the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 8 in excess of the additional amounts that it would have otherwise paid as at the Issue Date, as a result of any change in, or amendment to, the laws (or any regulations, 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), which change or amendment is made effective or public on or after the Issue Date or any other date specified in the Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager (as defined in the Trust Deed) stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent tax or legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or is likely to become obliged to pay such additional amounts as a result of such change or amendment.

(g) Purchases

The Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor may at any time purchase Notes at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise.

Notes purchased by the Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor may be surrendered by the purchaser through the Issuer to the Issuing and Paying Agent for cancellation pursuant to Condition 6(k) or may at the option of the Issuer, the Guarantor or relevant related corporation be held or resold.

(h) Early Redemption of Zero Coupon Notes

(i) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or formula, upon redemption of such Note pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 10, shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

(ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 5(V).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(i) Mandatory Redemption upon Termination of MCT

In the event that MCT is terminated in accordance with the provisions of the MCT Trust Deed (as defined in the Trust Deed), the Issuer shall redeem all (and not some only) of the Notes at their Redemption Amount together with interest accrued to 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 MCT.

The Issuer shall forthwith notify the Trustee, the Agents and the Noteholders of the termination of MCT.

(j) Redemption upon Cessation or Suspension in Trading of Units in MCT

If on any date (i) the units in MCT cease to be traded on the SGX-ST or (ii) trading in the units of MCT is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Issuer shall, at the option of the holder of any Note, at any time no later than the date falling 30 days after the relevant Effective Date, redeem such Note at its Redemption Amount (together with interest accrued to 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.

For the purposes of this Condition 6(j), "**Effective Date**" means (in the case of (i) above) the date of cessation of trading or (in the case of (ii) above) the day immediately following the expiry of the seven-day period.

(k) Cancellation

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor 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 Issuing and 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, shall, together with all Notes redeemed by the 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.

7. Payments

(a) Principal and Interest in respect of Bearer Notes

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

(b) Principal and Interest in respect of Registered Notes

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

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

For so long as any of the Notes is represented by a Global Note or, as the case may be, a Global Certificate, and such Global Note or Global Certificate is held by a common depositary for Euroclear and Clearstream, Luxembourg, each payment of principal or interest will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

(c) Payments subject to law etc.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Issuing and Paying Agent, the Transfer Agent and the Registrar initially appointed by the Issuers and the Guarantor and their specified offices are listed below. The Issuers and the Guarantor reserve the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, the Transfer Agent and the Registrar and to appoint additional or other Issuing and Paying Agents, Calculation Agents, Transfer Agents and Registrars, provided that they will at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent, (iii) a Transfer Agent in relation to Registered Notes and (iv) a Registrar in relation to Registered Notes.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 16.

The Trustee, the Issuing and Paying Agent, the Issuer and the Guarantor may agree, without the consent of the Noteholders or Couponholders to:

(a) any modification (except such modifications in respect of which an increased quorum is required in Schedule 9 to the Trust Deed) of the Notes, the Coupons or any of the Issue Documents which is not prejudicial to the interests of the Noteholders; or

(b) any modification of the Notes, the Coupons or any of the Issue Documents which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or to comply with mandatory provisions of the law or is required by Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system in which the Notes may be held.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 16 as soon as practicable thereafter.

(e) Unmatured Coupons and unexchanged Talons

(i) Bearer Notes which comprise Fixed Rate Notes and Hybrid Notes should be surrendered for payment together with all unmatured Coupons (if any) relating to such Notes (and, in the case of Hybrid Notes, relating to interest payable during the Fixed Rate Period), failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of three years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

(ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note, unmatured Coupons relating to such Note (and, in the case of Hybrid Notes, relating to interest payable during the Floating Rate Period) (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it (and, in the case of Hybrid Notes, relating to interest payable during the Floating Rate Period), redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate.

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(g) Non-business days

Subject as provided in the relevant Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) Default Interest

If on or after the due date for payment of any sum in respect of the Notes, payment of all or any part of such sum is not made against due presentation of the Notes or, as the case may be, the Coupons, the Issuer shall pay interest on the amount so unpaid from such due date up to the day of actual receipt by the relevant Noteholders or, as the case may be, Couponholders (as well after as before judgment) at a rate per annum determined by the Issuing and Paying Agent to be equal to one per cent. per annum above (in the case of a Fixed Rate Note or a Hybrid Note during the Fixed Rate Period) the Interest Rate applicable to such Note, (in the case of a Floating Rate Note or a Hybrid Note during the Floating Rate Period) the Rate of Interest applicable to such Note or (in the case of a Variable Rate Note) the variable rate by which the Agreed Yield applicable to such Note is determined or, as the case may be, the Rate of Interest applicable to such Note, or in the case of a Zero Coupon Note, as provided for in the relevant Pricing Supplement. So long as the default continues then such rate shall be re-calculated on the same basis at intervals of such duration as the Issuing and Paying Agent may select, save that the amount of unpaid interest at the above rate accruing during the preceding such period shall be added to the amount in respect of which the Issuer is in default and itself bear interest accordingly. Interest at the rate(s) determined in accordance with this paragraph shall be calculated on the Day Count Fraction specified hereon and the actual number of days elapsed, shall accrue on a daily basis and shall be immediately due and payable by the Issuer.

8. Taxation

All payments in respect of the Notes and the Coupons by the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding 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 within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding 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:

(a) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore otherwise than by reason only of the holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon (including, without limitation, the holder being a resident of, or having a permanent establishment in, Singapore); or

(b) by or on behalf of a holder who would be able to avoid withholding or deduction by making a declaration or any statement including, but not limited to, a declaration of non-residence or residence, but fails to do so; or

(c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the 30th day assuming that day to have been a day other than a Saturday, Sunday or gazetted public holiday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign exchange deposits in the relevant place of presentation) and Singapore.

For the avoidance of doubt, nothing in this Condition 8 shall apply to payments of tax by any holder with respect to its overall net income.

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Noteholders in accordance with Condition 16 that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Redemption Amounts, Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6, "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**interest**" and/or "**Early Redemption Amounts**" shall be deemed to include any additional amounts which may be payable under these Conditions.

9. Prescription

The Notes and Coupons shall become void unless presented for payment within three years from the appropriate Relevant Date for payment.

10. Events of Default

If any of the following events ("**Events of Default**") occurs the Trustee at its discretion may, and if so requested by holders of at least 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, give notice in writing to the Issuer that the Notes are immediately repayable, whereupon the Redemption Amount of such Notes or (in the case of Zero Coupon Notes) the Early Redemption Amount of such Notes together with accrued interest to the date of payment shall become immediately due and payable:

(a) the Issuer or the Guarantor does not pay any sum payable by it under any of the Notes when due and such default continues for 15 business days;

(b) the Issuer or the Guarantor does not perform or comply with any one or more of its obligations (other than the payment obligation of the Issuer or the Guarantor referred to in Condition 10(a) above) under any of the Issue Documents or any of the Notes and, if that default is capable of remedy, it is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given by the Trustee to the Issuer or, as the case may be, the Guarantor;

(c) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect;

(d) (i) any other indebtedness of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries (as defined below) of MCT in respect of borrowed money is or is declared to be or is capable of being rendered due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (however described) or is not paid when due or, as the case may be, within any applicable grace period in any agreement relating to that indebtedness or 15 business days of its due date, whichever is longer; or

(ii) the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT fails to pay within 15 business days of the due date, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,

provided however that no Event of Default will occur under this Condition 10(d) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned above in this Condition 10(d) has/have occurred equals or exceeds S$75,000,000 or its equivalent in other currency or currencies;

(e) the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of its indebtedness, begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of its indebtedness (or of any material part which it will otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT;

(f) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the assets of the Issuer, MCT or any of the Principal Subsidiaries of MCT and is not discharged or stayed within 30 days;

(g) any security on or over the whole or a material part of the assets of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT becomes enforceable;

(h) any corporate action or legal proceeding is taken with a view to the winding-up, amalgamation, reconstruction, reorganisation, merger, consolidation or termination of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT (except (i) (in the case of the subsidiaries of MCT only (excluding MCTTCPL)) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger, consolidation or transfer of assets to another member of the Group (as defined in the Trust Deed) and such event is not likely to have a material adverse effect on the Issuer or the Guarantor or (ii) on terms approved by the Trustee or the Noteholders by way of an Extraordinary Resolution before that event occurs) or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Issuer, any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT or over all or any part of the assets of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT;

(i) the Issuer, any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT ceases or threatens to cease to carry on all or a substantial part of its business otherwise than for the purposes of a consolidation, reorganisation, amalgamation, merger, reconstruction or transfer of assets to a subsidiary of MCT or a real estate investment trust or property trust fund or similar entity established MCT or any of its subsidiaries and such event is not likely to materially and adversely affect the ability of the Issuer or the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes;

(j) any seizure, compulsory acquisition, expropriation or nationalisation of all or any part of the assets of the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, MCT or any of the Principal Subsidiaries of MCT occurs and such seizure, compulsory acquisition, expropriation or nationalisation is likely to have a material adverse effect on the ability of the Issuer or the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes;

(k) it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of their obligations under any of the Issue Documents or any of the Notes;

(l) any of the Issue Documents to which it is a party or any of the Notes ceases for any reason (or is claimed by the Issuer or the Guarantor not) to be the legal and valid obligations of the Issuer or the Guarantor, binding upon it in accordance with its terms;

(m) any litigation, arbitration or administrative proceeding (other than those of a frivolous or vexatious nature) is current or pending against the Issuer, (where the Issuer is MCTTCPL) any of the subsidiaries of the Issuer, the Guarantor, MCT or any of the Principal Subsidiaries of MCT(i) to restrain the exercise of any of the rights and/or the performance or enforcement of or compliance with any of the obligations of the Issuer or the Guarantor under any of the Issue Documents to which it is a party or any of the Notes or (ii) which has or is reasonably likely to have a material adverse effect on the ability of the Issuer or the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes;

(n) if (i)(1) the MCT Trustee resigns or is removed; (2) an order is made for the winding-up of the MCT Trustee, a receiver, judicial manager, administrator, agent or similar officer of the MCT 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 MCT Trustee which prevents or restricts the ability of the MCT Trustee or the Guarantor to perform its obligations under any of the Issue Documents to which it is a party or any of the Notes and (ii) the replacement or substitute trustee of MCT is not appointed in accordance with the terms of the MCT Trust Deed;

(o) the MCT Manager is removed pursuant to the terms of the MCT Trust Deed, and the replacement or substitute manager is not appointed in accordance with the terms of the MCT Trust Deed;

(p) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in Conditions 10(e), 10(f), 10(g), 10(h), 10(i) or 10(j);

(q) for any reason the Guarantor ceases to own (directly or indirectly) the whole of the issued share capital for the time being of the Issuer; or

(r) the MCT Trustee or the Guarantor loses its right to be indemnified out of the assets of MCT in respect of any liability, claim, demand or action under or in connection with any of the Issue Documents or the Notes and, if in the opinion of the Trustee such loss of right is capable of remedy, it is not remedied within 21 days after the date on which the notice is given by the Trustee to the MCT Trustee or the Guarantor requiring the same to be remedied.

In these Conditions:

(1) "**Principal Subsidiaries**" means any subsidiary of MCT whose total assets, as shown by the accounts of such subsidiary, based upon which the latest audited consolidated accounts of the Group have been prepared, is 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 a substantial part of its business, undertaking or assets to another subsidiary or MCT (the "**transferee**") then:

(aa) 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 MCT) shall thereupon become a Principal Subsidiary; and

(bb) if a substantial 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 MCT) shall thereupon become a Principal Subsidiary.

Any subsidiary which becomes a Principal Subsidiary by virtue of (aa) above or which remains or becomes a Principal Subsidiary by virtue of (bb) above shall continue to be a Principal Subsidiary until 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 the relevant subsidiary as shown by the accounts of such subsidiary or the date of issue of a report by the Auditors (as defined in the Trust Deed) described below (whichever is earlier), based upon which such audited consolidated accounts or, as the case may be, Auditors' report have been prepared, to be less than 20 per cent. of the total assets of the Group, as shown by such audited consolidated accounts or, as the case may be, Auditors' report. 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; and

(2) "**subsidiary**" has the meaning ascribed to it in the Trust Deed.

11. Enforcement of Rights

At any time after an Event of Default has occurred (and which has not been remedied or waived) or after the Notes shall have become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer or the Guarantor as it may think fit to enforce repayment of the Notes, together with accrued interest, but it shall not be bound to take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by Noteholders holding not less than 25 per cent. in principal amount of the Notes outstanding and (b) it shall have been indemnified and/or secured and/or prefunded by the Noteholders to its satisfaction. No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound to do so, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing.

12. Meeting of Noteholders and Modifications

The Trust Deed contains provisions for convening meetings of Noteholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes of such Series (including these Conditions insofar as the same may apply to such Notes) or any of the provisions of the Trust Deed.

The Trustee, the Issuer or the Guarantor at any time may, and the Trustee upon the request in writing by Noteholders holding not less than 10 per cent. of the principal amount of the Notes of any Series for the time being outstanding shall, convene a meeting of the Noteholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Notes, (c) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates of interest or the basis for calculating any Interest Amount in respect of the Notes, (d) to vary any method of, or basis for, calculating the Redemption Amount or the Early Redemption Amount including the method of calculating the Amortised Face Amount, (e) to vary the currency or currencies of payment or denomination of the Notes, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (g) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (h) to modify or cancel the Guarantee, will only be binding if passed at a meeting of the Noteholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

The Trustee may agree, without the consent or sanction of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed (other than any provision of the Trust Deed referred to in the proviso to paragraph 2 of Schedule 9 to the Trust Deed) which in the opinion of the Trustee is of a formal, minor or technical nature, is made to cure any ambiguity or correct a manifest error or to comply with mandatory provisions of Singapore law or is required by Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system in which the Notes may be held and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed which is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

In connection with the exercise of its functions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders.

These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

13. Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates), or at the specified office of such other Issuing and Paying Agent or, as the case may be, Registrar as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Condition 16, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, undertaking, security and 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 Issuer on demand the amount payable by the Issuer in respect of such Note, Certificate, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

14. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes of any Series 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.

15. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or prefunded to its satisfaction. The Trust Deed also contains a provision entitling the Trustee to enter into financial or other transactions with the Issuer, the Guarantor or any of the respective related corporations of the Issuer and MCT without accounting to the Noteholders or Couponholders for any profit resulting from such transactions.

16. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes will be valid if published in a daily newspaper of general circulation in Singapore (or, if the holders of any Series of Notes can be identified, notices to such holders will also be valid if they are given to each of such holders). It is expected that such publication will be made in the Business Times. Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition 16.

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

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Certificates).

Whilst the Notes are represented by a Global Note or a Global Certificate, such notice may be given by any Noteholder to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg and/or the Depository in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar, and Euroclear, Clearstream, Luxembourg and/or the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where:

(a) the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses; or

(b) the Notes are listed on the SGX-ST, notices to the Noteholders may be given by way of an announcement through the corporate announcement system administered by the SGX-ST including, but not limited to, the website maintained by the SGX-ST (the "**SGX-ST Corporate Announcement System**"),

such notices shall be deemed to have been given (i) in the case of (a) above, when received at such addresses or (ii) in the case of (b) above, upon the publication of such notices on the SGX Corporate Announcement System.

17. Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

18. Governing Law

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

19. Liability of DBST (in its capacity as trustee of MCT)

(a) Notwithstanding any provision to the contrary in the Trust Deed, the Notes and the Coupons, each of the Noteholders and the Couponholders agrees and acknowledges that DBST (in its capacity as trustee of MCT) has entered into the Trust Deed solely in its capacity as trustee of MCT and not in DBST's personal capacity and all references to the "Issuer" or the "Guarantor" in the Trust Deed, the Notes and the Coupons shall be construed accordingly. As such, any liability of or indemnity, covenant, undertaking, representation and/or warranty given by DBST (in its capacity as trustee of MCT) under the Trust Deed, the Notes and the Coupons is given by DBST in its capacity as trustee of MCT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate under the Trust Deed shall be limited to the assets of MCT over which DBST (in its capacity as trustee of MCT) has recourse, and shall not extend to any personal assets of DBST or any assets held by DBST as trustee for any trust (other than MCT).

(b) It is hereby agreed that DBTS's obligations under the Trust Deed, the Notes and the Coupons will be solely the corporate obligations of DBST (in its capacity as trustee of MCT) and there shall be no recourse against the shareholders, directors, officers or employees of DBST 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 the Coupons. The foregoing shall not relieve or discharge DBST (in its capacity as trustee of MCT) from any bad faith, gross negligence, fraud, wilful default, breach of the MCT Trust Deed or breach of trust.

(c) For the avoidance of doubt, any legal action or proceedings commenced against DBST (in its capacity as trustee of MCT) whether in Singapore or elsewhere pursuant to the Trust Deed, the Notes and the Coupons shall be brought against DBST in its capacity as trustee of MCT and not in its personal capacity.

(d) This Condition 19 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Notes and/or the Coupons.

Issuing and Paying Agent, Transfer Agent and Registrar
(for Non CDP Cleared Notes)
The Hongkong and Shanghai Banking Corporation Limited
Level 30, HSBC Main Building
1 Queen's Road Central
Hong Kong

Issuing and Paying Agent, Transfer Agent and Registrar (for CDP Cleared Notes)
The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
20 Pasir Panjang (East Lobby)
#12-21 Mapletree Business City
Singapore 117439

TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

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

This Perpetual Security is one of a series ("**Series**") of Perpetual Securities issued by Mapletree Commercial Trust Treasury Company Pte. Ltd. ("**MCTTCPL**") or DBS Trustee Limited ("**DBST**") (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")) (together with MCTTCPL, the "**Issuers**" and each, in relation to Perpetual Securities issued by it, the "**Issuer**") pursuant to the Trust Deed (as defined below). Issues of Perpetual Securities by the Issuer (except where the issuer of the Perpetual Security is DBST (in its capacity as trustee of MCT) (the "**MCT Trustee**")) will be guaranteed by the MCT Trustee (in such capacity, the "**Guarantor**"). References in these Conditions to the Guarantor and the Guarantee shall only apply to Perpetual Securities issued by MCTTCPL. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement and/or the Trust Deed.

The Perpetual Securities are constituted by a Trust Deed (as amended and supplemented, the "**Trust Deed**") dated 8 August 2012 made between (1) the Issuers, (2) the Guarantor and (3) HSBC Institutional Trust Services (Singapore) Limited (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Securityholders (as defined below), and (where applicable) the Perpetual Securities are issued with the benefit of a deed of covenant (as amended and supplemented, the "**Deed of Covenant**") dated 8 August 2012, relating to the CDP Cleared Perpetual Securities (as defined below) executed by the Issuer. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which include the form of the Bearer Perpetual Securities, Certificates, Coupons and Talons referred to below. The Issuers and the Guarantor have entered into an Agency Agreement (as amended and supplemented, the "**Agency Agreement**") dated 8 August 2012 made between (1) the Issuers, (2) the Guarantor, (3) The Hongkong and Shanghai Banking Corporation Limited, as issuing and paying agent, transfer agent and registrar (for Notes cleared or to be cleared through a clearing system other than The Central Depository (Pte) Limited (the "**Depository**") ("**Non CDP Cleared Perpetual Securities**")), (4) The Hongkong and Shanghai Banking Corporation Limited, as issuing and paying agent, transfer agent and registrar (for Notes cleared or to be cleared through the Depository ("**CDP Cleared Perpetual Securities**")), and (5) the Trustee, as trustee. References in these Conditions to the Issuing and Paying Agent, the Transfer Agent and the Registrar shall be deemed to refer to The Hongkong and Shanghai Banking Corporation Limited in the case of Non CDP Cleared Perpetual Securities and to The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in the case of CDP Cleared Perpetual Securities. The Securityholders and the holders of the distribution coupons (the "**Coupons**") relating to the Perpetual Securities in bearer form and talons for further Coupons (the "**Talons**") (the "**Couponholders**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection at the principal office of the Trustee for the time being and at the specified office of the Issuing and Paying Agent for the time being.

1. Form, Denomination and Title

(a) Form and Denomination

(i) The Perpetual Securities of the Series of which this Perpetual Security forms part (in these Conditions, the "**Perpetual Securities**") are issued in bearer form ("**Bearer Perpetual Securities**") or in registered form ("**Registered Perpetual Securities**") in each case in the Specified Denomination shown hereon.

(ii) This Perpetual Security is a Fixed Rate Perpetual Security or a Floating Rate Perpetual Security (depending upon the Distribution Basis shown on its face).

(iii) Bearer Perpetual Securities are serially numbered and issued with Coupons (and where appropriate, a Talon) attached.

(iv) Registered Perpetual Securities are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Perpetual Securities by the same holder.

(b) Title

(i) Title to the Bearer Perpetual Securities and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Perpetual Securities shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**").

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Perpetual Security, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Perpetual Security, such Coupon or such Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Perpetual Security, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft, loss or forgery thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

*For so long as any of the Perpetual Securities is represented by a Global Perpetual Security or, as the case may be, a Global Perpetual Certificate, and such Global Perpetual Security or Global Perpetual Certificate is held by a common depositary for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and/or the Depository, each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg and/or the Depository as the holder of a particular principal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or the Depository as to the principal amount of such Perpetual Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Perpetual Securities other than with respect to the payment of principal, distribution and any other amounts in respect of the Perpetual Securities, for which purpose the bearer of the Global Perpetual Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such Perpetual Securities in accordance with and subject to the terms of the Global Perpetual Security or, as the case may be, the Global Perpetual Certificate (and the expressions "**Securityholder**" and "**holder of Perpetual Securities**" and related expressions shall be construed accordingly). Perpetual Securities which are represented by the Global Perpetual Security or, as the case may be, the Global Perpetual Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or the Depository.*

(iii) In these Conditions, "**Global Perpetual Security**" means the relevant Temporary Global Perpetual Security representing each Series or the relevant Permanent Global Perpetual Security representing each Series, "**Securityholder**" means the bearer of any Bearer Perpetual Security (as defined in the Trust Deed) or to the person in whose name a Registered Perpetual Securities is registered (as the case may be) and "**holder**" (in relation to a Perpetual Security, Coupon or Talon) means the bearer of any Bearer Perpetual Security, Coupon or Talon or the person in whose name a Registered Perpetual Security is registered (as the case may be), "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (1) expressed to be consolidated and forming a single series and (2) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of distribution and "**Tranche**" means Perpetual Securities which are identical in all respects (including as to listing).

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

2. No Exchange of Perpetual Securities and Transfers of Registered Perpetual Securities

(a) No Exchange of Perpetual Securities: Registered Perpetual Securities may not be exchanged for Bearer Perpetual Securities. Bearer Perpetual Securities of one Specified Denomination may not be exchanged for Bearer Perpetual Securities of another Specified Denomination. Bearer Perpetual Securities may not be exchanged for Registered Perpetual Securities.

(b) Transfer of Registered Perpetual Securities: Subject to paragraph (f) below, one or more Registered Perpetual Securities may be transferred (in the authorised denominations set out hereon) upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Perpetual Securities to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Perpetual Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Perpetual Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Perpetual Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Securityholder upon request.

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

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

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

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

3. Status and Guarantee

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

(i) **Status**

The Senior Perpetual Securities and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer 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 subordinated obligations and priorities created by law) of the Issuer.

(ii) **Guarantee**

The payment of all sums expressed to be payable by MCTTCPL under the Trust Deed, the Senior Perpetual 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 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.

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

(i) **Status**

The Subordinated Perpetual Securities and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference among themselves and with any Parity Obligations (as defined hereon) of the Issuer. The rights and claims of the Securityholders and Couponholders in respect of the Subordinated Perpetual Securities are subordinated as provided in this Condition 3(b).

(ii) **Ranking of claims on Winding-Up – Issuer (where the Issuer is MCTTCPL)**

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

(iii) **Set-off – Issuer**

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

(iv) **Guarantee**

The payment of all sums expressed to be payable by MCTTCPL under the Trust Deed, the Subordinated Perpetual Securities and the Coupons relating to them are unconditionally and irrevocably guaranteed on a subordinated basis by the Guarantor. The obligations of the Guarantor in that respect (in relation to Subordinated Perpetual Securities, the "**Subordinated Guarantee**") are contained in the Trust Deed. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* and without any preference among themselves and 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 3(b).

(v) **Ranking of claims on Winding-Up – MCT**

Subject to the insolvency laws of the jurisdiction of constitution of MCT and other applicable laws, in the event of the Winding-Up of MCT, the rights of the holders of Subordinated Perpetual Securities or any Coupons relating to them to payment of principal of and distribution on the Subordinated Perpetual Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the MCT Trustee but at least *pari passu* with all other subordinated obligations of the MCT Trustee that are not expressed by their terms to rank junior to the Subordinated Guarantee and in priority to the claims of unitholders of MCT and/ or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum.

(vi) **Set-off – Guarantor**

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

4. Distributions and other Calculations

(I) Distribution on Fixed Rate Perpetual Securities

(a) Distribution Rate and Accrual

Each Fixed Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount from the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security at the rate per annum (expressed as a percentage) equal to the Rate of Distribution shown on the face of such Perpetual Security payable in arrear on each Distribution Payment Date or Distribution Payment Dates shown on the face of such Perpetual Security in each year.

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

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

(b) Calculations

In the case of a Fixed Rate Perpetual Security, distribution in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon. The amount of distribution payable per Calculation Amount in respect of any Perpetual Security shall be calculated by multiplying the product of the Rate of Distribution and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security and rounding the resultant figure to the nearest sub-unit of the relevant currency.

(II) Distribution on Floating Rate Perpetual Securities

(a) Distribution Payment Dates

Each Floating Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount from the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security, and such distribution will be payable in arrear on each distribution payment date ("**Distribution Payment Date**"). Such Distribution Payment Date(s) is/are either shown hereon as Specified Distribution Payment Date(s) or, if no Specified Distribution Payment Date(s) is/are shown hereon, Distribution Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Distribution Period on the face of the Perpetual Security (the "**Specified Number of Months**") after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date (and which corresponds numerically with such preceding Distribution Payment Date or the Distribution Commencement Date, as the case may be). If any Distribution Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

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

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

(b) Rate of Distribution - Floating Rate Perpetual Securities

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

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

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

(ii) The Rate of Distribution payable from time to time in respect of each Floating Rate Perpetual Security will be determined by the Calculation Agent on the basis of the following provisions:

(1) in the case of Floating Rate Perpetual Securities which are SIBOR Perpetual Securities:

(A) the Calculation Agent will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Period, determine the Rate of Distribution for such Distribution Period which shall be the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SIBOR" (or such other replacement page thereof) and as adjusted by the Spread (if any);

(B) if on any Distribution Determination Date, no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof), the Calculation Agent will determine the Rate of Distribution for such Distribution Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Distribution Period which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX) – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SIBOR" (or such other replacement page thereof) at or about the Relevant Time on such Distribution Determination Date and as adjusted by the Spread (if any);

(C) if on any Distribution Determination Date, no such rate appears on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page (as defined below) as may be provided hereon) or if Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will request the principal Singapore offices of each of the Reference Banks to provide the Calculation Agent with the rate at which deposits in Singapore dollars are offered by it at approximately the Relevant Time on the Distribution Determination Date to prime banks in the Singapore interbank market for a period equivalent to the duration of such Distribution Period commencing on such Distribution Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Perpetual Securities. The Rate of Distribution for such Distribution Period shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations and as adjusted by the Spread (if any), as determined by the Calculation Agent;

(D) if on any Distribution Determination Date, two but not all the Reference Banks provide the Calculation Agent with such quotations, the Rate of Distribution for the relevant Distribution Period shall be determined in accordance with (C) above on the basis of the quotations of those Reference Banks providing such quotations; and

(E) if on any Distribution Determination Date, one only or none of the Reference Banks provides the Calculation Agent with such quotation, the Rate of Distribution for the relevant Distribution Period shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Distribution Determination Date and as adjusted by the Spread (if any);

(2) in the case of Floating Rate Perpetual Securities which are Swap Rate Perpetual Securities:

(A) the Calculation Agent will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Period, determine the Rate of Distribution for such Distribution Period which shall be the Average Swap Rate for such Distribution Period (determined by the Calculation Agent as being the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SWAP OFFER" (or such other page as may replace the Reuters Screen ABSIRFIX01 Page for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Distribution Determination Date and for a period equal to the duration of such Distribution Period) and as adjusted by the Spread (if any);

(B) if on any Distribution Determination Date, no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof), the Calculation Agent will determine the Rate of Distribution for such Distribution Period which shall be the Average Swap Rate for such Distribution Period (determined by the Calculation Agent as being the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX) – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SGD SWAP OFFER" (or such other page as may replace Page ABSI for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Distribution Determination Date and for a period equal to the duration of such Distribution Period) and as adjusted by the Spread (if any);

(C) if on any Distribution Determination Date, no such rate appears on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) or if Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will determine the Rate of Distribution for such Distribution Period which shall be the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 1/16 per cent.) for such Distribution Period in accordance with the following formula:

In the case of Premium:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x } 36500)}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x } 36500)}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR	=	the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "USD SIBOR" (or such other page as may replace the Reuters Screen ABSIRFIX01 Page for the purpose of displaying Singapore interbank United States dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned;
Spot Rate	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks and which appear on the Reuters Screen ABSIRFIX06 Page under the caption "ABS SIBOR FIX – SGD SPOT AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" and under the column headed "SPOT" (or such other page as may replace the Reuters Screen ABSIRFIX06 Page for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned;
Premium or Discount	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks for a period equal to the duration of the Distribution Period concerned which appears on the Reuters Screen ABSIRFIX06-7 Pages under the caption "ABS SIBOR FIX – SGD SPOT AND SWAP OFFER RATES – RATES AT 11:00 HRS SINGAPORE TIME" (or such other page as may replace the Reuters Screen ABSIRFIX06-7 Pages for the purpose of

displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned; and

T = the number of days in the Distribution Period concerned.

The Rate of Distribution for such Distribution Period shall be the Average Swap Rate (as determined by the Calculation Agent) and as adjusted by the Spread (if any);

(D) if on any Distribution Determination Date, any one of the components for the purposes of calculating the Average Swap Rate under (C) above is not quoted on the relevant Reuters Screen Page (or such other replacement page thereof) or if the relevant Reuters Screen Page (or such other replacement page thereof) is unavailable for any reason, the Calculation Agent will determine the Rate of Distribution for such Distribution Period which shall be the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 1/16 per cent.) for such Distribution Period in accordance with the following formula:

In the case of Premium:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x 36500})}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Average Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x 36500})}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR = the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES SWAP OFFER AND SIBOR (ABSIRFIX)" and under the column headed "USD SIBOR" (or such other page as may replace Page ABSI for the purpose of displaying Singapore interbank United States dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned;

Spot Rate = the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks and which appear on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES – FX and SGD Swap Points" (or such other page as may replace Page ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned;

Spot Rate	=	the rate being the composite quotation or in the absence of which, the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) (determined by the Calculation Agent) of the rates quoted by the Reference Banks and which appear on Page ABSI on the monitor of the Bloomberg agency under the caption "FIXING RATES – FX and SGD Swap Points" (or such other page as may replace Page ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Distribution Determination Date for a period equal to the duration of the Distribution Period concerned;
T	=	the number of days in the Distribution Period concerned.

The Rate of Distribution for such Distribution Period shall be the Average Swap Rate (as determined by the Calculation Agent) and as adjusted by the Spread (if any);

(E) if on any Distribution Determination Date, any one of the components for the purposes of calculating the Average Swap Rate under (D) above is not quoted on Page ABSI (or such other replacement page thereof or such other Screen Page as may be provided hereon) or Page ABSI (or such other replacement page thereof or such other Screen Page as may be provided hereon) is unavailable for any reason, the Calculation Agent will request the principal Singapore offices of the Reference Banks to provide the Calculation Agent with quotations of their Swap Rates for the Distribution Period concerned at or about the Relevant Time on that Distribution Determination Date and the Rate of Distribution for such Distribution Period shall be the Average Swap Rate for such Distribution Period (which shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Swap Rates quoted by the Reference Banks to the Calculation Agent) and as adjusted by the Spread (if any). The Swap Rate of a Reference Bank means the rate at which that Reference Bank can generate Singapore dollars for the Distribution Period concerned in the Singapore interbank market at or about the Relevant Time on the relevant Distribution Determination Date and shall be determined as follows:

In the case of Premium:

Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} + \frac{(\text{Premium x 36500})}{(\text{T x Spot Rate})} + \frac{(\text{SIBOR x Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

In the case of Discount:

Swap Rate =

$$\frac{365}{360} \times \text{SIBOR} - \frac{(\text{Discount x } 36500)}{(\text{T x Spot Rate})} - \frac{(\text{SIBOR x Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR	=	the rate per annum at which United States dollar deposits for a period equal to the duration of the Distribution Period concerned are being offered by that Reference Bank to prime banks in the Singapore interbank market at or about the Relevant Time on the relevant Distribution Determination Date;
Spot Rate	=	the rate at which that Reference Bank sells United States dollars spot in exchange for Singapore dollars in the Singapore interbank market at or about the Relevant Time on the relevant Distribution Determination Date;
Premium	=	the premium that would have been paid by that Reference Bank in buying United States dollars forward in exchange for Singapore dollars on the last day of the Distribution Period concerned in the Singapore interbank market;
Discount	=	the discount that would have been received by that Reference Bank in buying United States dollars forward in exchange for Singapore dollars on the last day of the Distribution Period concerned in the Singapore interbank market; and
T	=	the number of days in the Distribution Period concerned;

(F) if on any Distribution Determination Date, two but not all the Reference Banks provide the Calculation Agent with quotations of their Swap Rate(s), the Average Swap Rate for the relevant Distribution Period shall be determined in accordance with (E) above on the basis of the quotations of those Reference Banks providing such quotations; and

(G) if on any Distribution Determination Date, one only or none of the Reference Banks provides the Calculation Agent with such quotation, the Rate of Distribution for the relevant Distribution Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Distribution Determination Date and as adjusted by the Spread (if any); and

(3) in the case of Floating Rate Perpetual Securities which are not SIBOR Perpetual Securities or Swap Rate Perpetual Securities or which are denominated in a currency other than Singapore dollars, the Calculation Agent will determine the Rate of Distribution in respect of any Distribution Period at or about the Relevant Time on the Distribution Determination Date in respect of such Distribution Period as follows:

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

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

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

and as adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate is Reference Banks or if paragraph (b)(ii)(3)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Distribution Determination Date or if paragraph (b)(ii)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Distribution Determination Date, subject as provided below, the Rate of Distribution shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Distribution Determination Date and as adjusted by the Spread (if any); and

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

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

(c) Definitions

As used in these Conditions:

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

"**business day**" means:

(i) (in the context of Perpetual Securities denominated in Singapore dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and each Additional Financial Centre specified in the applicable Pricing Supplement;

(ii) (in the context of Perpetual Securities denominated in a currency other than Singapore dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the principal financial centre for that currency and each Additional Financial Centre specified in the applicable Pricing Supplement; and

(iii) (in the context of Perpetual Securities denominated in Euros) a day (1) (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and each Additional Financial Centre specified in the applicable Pricing Supplement and (2) on which the TARGET System is open for settlement of payments in Euros;

"**Calculation Agent**" means, in respect of a Series of Perpetual Securities, the calculation agent specified in the applicable Pricing Supplement for that Series;

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

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

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

"**Primary Source**" means the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Bloomberg agency or the Reuters Monitor Money Rates Service ("**Reuters**")) agreed by the Calculation Agent;

"**Reference Banks**" means the institutions specified as such hereon or, if none, three major banks selected by the Calculation Agent (after consultation with the Issuer) in the interbank market that is most closely connected with the Benchmark;

"**Relevant Currency**" means the currency in which the Perpetual Securities are denominated;

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

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

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

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

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

(III) Calculations

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

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

(b) Notification

The Calculation Agent will cause the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to the Issuing and Paying Agent, the Trustee and the Issuer as soon as practicable after their determination but in no event later than two business days thereafter. In the case of Floating Rate Perpetual Securities, the Calculation Agent will also cause the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to Securityholders in accordance with Condition 14 as soon as practicable after their determination but in no event later than two business days thereafter. The Distribution Amounts and the Distribution Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Distribution Period by reason of any Distribution Payment Date not being a business day. If the Floating Rate Perpetual Securities become due and payable under Condition 9, the Rate of Distribution and Distribution Amounts payable in respect of the Floating Rate Perpetual Securities shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Distribution and Distribution Amounts need to be made unless the Trustee requires otherwise.

(c) Determination or Calculation by the Trustee

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

(d) Calculation Agent and Reference Banks

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

(IV) Distribution Discretion

(a) Optional Payment

If Optional Payment is set out hereon, the Issuer may, at its sole discretion, elect not to pay a Distribution (or to pay only part of a Distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Trustee and the Issuing and Paying Agent and the Securityholders (in accordance with Condition 14) not more than 15 nor less than 3 business days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date.

If Dividend Pusher is set out hereon, the Issuer may not elect to defer any Distribution if during the Distribution Accrual Period or such period as specified in the applicable Pricing Supplement ending on the day before that scheduled Distribution Payment Date, either or both of the following have occurred:

(i) a discretionary dividend, distribution or other payment has been declared by the Issuer or the Guarantor on or in respect of any of the Junior Obligations (as defined hereon) or, in relation to Subordinated Perpetual Securities only, the Parity Obligations of the Issuer or the Guarantor (except in relation to the Parity Obligations of the Issuer or the Guarantor on a pro-rata basis); or

(ii) the Issuer or the Guarantor has at its discretion repurchased, redeemed or otherwise acquired any of its Junior Obligations or, in relation to Subordinated Perpetual Securities only, the Parity Obligations (other than on a pro-rata basis),

(a "**Compulsory Distribution Payment Event**") and/or as otherwise specified in the applicable Pricing Supplement.

Each Optional Payment Notice shall be accompanied, in the case of the notice to the Trustee and the Issuing and Paying Agent, by a certificate signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager (as defined in the Trust Deed) confirming that no Compulsory Distribution Payment Event has occurred. Any such certificate shall be conclusive evidence that no Compulsory Distribution Payment Event has occurred and the Trustee and the Issuing and Paying Agent shall be entitled to rely without any obligation to verify the same and without liability to any Securityholder or any other person on any Optional Payment Notice or any certificate as aforementioned. Each Optional Payment Notice shall be conclusive and binding on the Securityholders.

(b) No obligation to pay

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

(c) Non-Cumulative and Optional Distribution

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

If Cumulative Deferral is set out hereon, any Distribution deferred pursuant to this Condition 4(IV) shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a)) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued Distribution. The Issuer is not subject to any limit as to the number of times Distributions and Arrears of Distribution can or shall be deferred pursuant to this Condition 4(IV) except that this Condition 4(IV)(c) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

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

(d) Restrictions in the case of Non-Payment

If Dividend Stopper is set out hereon and on any Distribution Payment Date, payments of all Distribution scheduled to be made on such date are not made in full by reason of this Condition 4(IV), the Issuer and the Guarantor shall not:

(i) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, in relation to Senior Perpetual Securities and Subordinated Perpetual Securities, any of its Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a pro-rata basis) its Parity Obligations; or

(ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition is made in respect of, in relation to Senior Perpetual Securities and Subordinated Perpetual Securities, any of its Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a pro-rata basis) its Parity Obligations,

unless and until the Issuer or the Guarantor (as the case may be) (aa) (if Cumulative Deferral is set out hereon) has satisfied in full all outstanding Arrears of Distribution; (bb) (if Non- Cumulative Deferral is set out hereon) either a redemption of all the outstanding Perpetual Securities in accordance with Condition 5 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 Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution (as defined in the Trust Deed) by the Securityholders has permitted such payment.

(e) Optional Distribution

The Issuer:

(i) may, at its sole discretion, satisfy an Optional Distribution or Arrears of Distribution, as the case may be (in whole or in part) at any time by giving notice of such election to the Trustee and the Issuing and Paying Agent and the Securityholders (in accordance with Condition 14) not more than 20 nor less than 10 business days (or such other notice period as may be specified hereon) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution on the payment date specified in such notice); and

(ii) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earlier of:

(A) the date of redemption of the Perpetual Securities in accordance with the redemption events set out in Condition 5 (as applicable);

(B) the next Distribution Payment Date on the occurrence of a breach of Condition 4(IV)(d) or the occurrence of a Compulsory Distribution Payment Event; and

(C) the date such amount becomes due under Condition 9 or on a Winding-Up of the Issuer or MCT.

Any partial payment of an Optional Distribution or Arrears of Distribution, as the case may be by the Issuer shall be shared by the Securityholders of all outstanding Perpetual Securities on a pro-rata basis. An Optional Distribution in respect of a prior Distribution may be paid on the same day as a scheduled Distribution under this Condition 4 and/or any distribution or any other payment with respect to the Issuer's or the Guarantor's Junior Obligations.

(f) No default

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

5. Redemption and Purchase

(a) No Fixed Redemption Date

The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to Condition 9), only have the right to redeem or purchase them in accordance with the following provisions of this Condition 5.

(b) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, at its option, on giving irrevocable notice to the Securityholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum.

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

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

(c) Redemption for Taxation Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount (as defined in Condition 7 below) (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), if:

(i) the Issuer receives a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that:

(A) the Perpetual Securities will not qualify as "bonds" or "notes" for the purposes of the definition of "qualifying debt securities" in Section 13(16) of the Income Tax Act ("**ITA**") Chapter 134 of Singapore;

(B) Distributions will not be regarded as interest payable and that such payments will not be entitled to the tax concessions and exemptions available to interest payable on "qualifying debt securities" under the ITA; or

(C) Distributions will not be regarded as sums "payable by way of interest upon money borrowed" for the purposes of Section 14(1)(a) of the ITA; or

(ii) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or, if the Guarantee was called, the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 7 in excess of the additional amounts that it would have otherwise paid as at the Issue Date, as a result of any change in, or amendment to, the laws (or any regulations, 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), which change or amendment is made effective or public on or after the Issue Date or any other date specified in the Pricing Supplement and such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

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

(1) a certificate signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager stating that the Issuer is entitled to effect such redemption as either (x) the Issuer has received the tax ruling referred to in sub-paragraph (i) above or (y) the circumstances referred to in sub-paragraph (ii) above prevail and setting forth the details of such circumstances; and

(2) an opinion of independent tax or legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or is likely to become obliged to pay such additional amounts as a result of either (x) the tax ruling referred to in sub-paragraph (i) above or (y) such change or amendment (as the case may be).

(d) Redemption upon a Ratings Event

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), if an amendment, clarification or change has occurred or will occur in the equity credit criteria, guidelines or methodology of the relevant Rating Agency (as defined in Condition 19) or any other rating agency of equivalent recognised standing requested from time to time by the Issuer to grant an equity classification to the Perpetual Securities and in each case, any of their respective successors to the rating business thereof, which amendment, clarification or change results in a lower equity credit for the Perpetual Securities than the equity credit assigned on the Issue Date or, if equity credit is not assigned on the Issue Date, at the date when equity credit is assigned for the first time.

Prior to the publication of any notice of redemption pursuant to this Condition 5(d) the Issuer shall deliver, or procure that there is delivered, to the Trustee a certificate signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager stating that the circumstances referred to above prevail and setting out the details of such circumstances.

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

(e) Redemption for Accounting Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the "**SFRS**") or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of MCT (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of MCT pursuant to the Relevant Accounting Standard.

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

(i) a certificate, signed by two authorised signatories of the Issuer or two duly authorised signatories of the MCT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion of MCT'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.

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

(f) Redemption for Tax Deductibility

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), if a Tax Event (as defined below) has occurred or will occur in the Distribution Payment Period immediately following that Distribution Payment Date.

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

(i) a certificate, signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion an independent tax or legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the tax regime is due to take effect.

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

(g) Redemption in the case of Minimal Outstanding Amount

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 20 per cent. of the aggregate principal amount originally issued.

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

(h) Redemption upon a Regulatory Event

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum (together with distribution accrued to (but excluding) the date fixed for redemption and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Information Memorandum), 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 Perpetual 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.

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

(i) a certificate, signed by two authorised signatories of the Issuer or two authorised signatories of the MCT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion 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 5(h), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(h).

(i) Redemption upon a Change of Control

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Trustee and the Principal Paying Agent and in accordance with Condition 14, the Securityholders (which notice shall be irrevocable), at their Redemption Amount or Early Redemption Amount as specified in the applicable Pricing Supplement or in a supplemental to the Information Memorandum, together, if appropriate, with distribution accrued to (but excluding) the date fixed for redemption, following the occurrence of a Change of Control (as defined in the applicable Pricing Supplement or in a supplemental to the Information Memorandum). In the event that Redemption upon a Change of Control is set out hereon and a Change of Control has occurred, so long as the Issuer has not already redeemed the Perpetual Securities in accordance with this Condition 5(i), the then prevailing Distribution Rate shall be increased by a rate equal to the Change of Control Margin (if so provided hereon) with effect from, and including the immediately following Distribution Payment Date (or, if the Change of Control occurs on or after the date which is two business days prior to the immediately following Distribution Payment Date, the next following Distribution Payment Date).

(j) Purchases

The Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor may at any time purchase Perpetual Securities at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise.

Perpetual Securities purchased by the Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor may be surrendered by the purchaser through the Issuer to the Issuing and Paying Agent for cancellation pursuant to Condition 5(k) or may at the option of the Issuer, the Guarantor or relevant related corporation be held or resold.

(k) Cancellation

All Perpetual Securities purchased by or on behalf of the Issuer, the Guarantor or any of the respective related corporations of the Issuer and the Guarantor may be surrendered for cancellation, in the case of Bearer Perpetual Securities, by surrendering each such Perpetual Security together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent at its specified office and, in the case of Registered Perpetual Securities, by surrendering the Certificate representing such Perpetual Securities to the Registrar and, in each case, if so surrendered, shall, together with all Perpetual Securities redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Perpetual Securities so surrendered for cancellation may not be reissued or resold.

6. Payments

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

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

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

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

(ii) Distribution in respect of Registered Perpetual Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Registered Perpetual Security shall be made by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Perpetual Security at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any other Transfer Agent not less than 15 days before the Record Date, such payment of distribution may be made by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency.

For so long as any of the Perpetual Securities is represented by a Global Perpetual Security or, as the case may be, a Global Perpetual Certificate, and such Global Perpetual Security or Global Perpetual Certificate is held by a common depositary for Euroclear and Clearstream, Luxembourg, each payment of principal or distribution will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

(c) Payments subject to law etc.

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

(d) Appointment of Agents

The Issuing and Paying Agent, the Transfer Agent and the Registrar initially appointed by the Issuers and the Guarantor and their specified offices are listed below. The Issuers and the Guarantor reserve the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, the Transfer Agent and the Registrar and to appoint additional or other Issuing and Paying Agents, Calculation Agents, Transfer Agents and Registrars, provided that they will at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent, (iii) a Transfer Agent in relation to Registered Perpetual Securities and (iv) a Registrar in relation to Registered Perpetual Securities.

Notice of any such change or any change of any specified office will promptly be given to the Securityholders in accordance with Condition 14.

The Trustee, the Issuing and Paying Agent, the Issuer and the Guarantor may agree, without the consent of the Securityholders or Couponholders to:

(a) any modification (except such modifications in respect of which an increased quorum is required in Schedule 9 to the Trust Deed) of the Notes, the Coupons or any of the Issue Documents (as defined in the Trust Deed) which is not prejudicial to the interests of the Securityholders; or

(b) any modification of the Notes, the Coupons or any of the Issue Documents which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or to comply with mandatory provisions of the law or is required by Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system in which the Notes may be held.

Any such modification shall be binding on the Securityholders and the Couponholders and any such modification shall be notified to the Securityholders in accordance with Condition 14 as soon as practicable thereafter.

(e) Unmatured Coupons and unexchanged Talons

(i) Bearer Perpetual Securities which comprise Fixed Rate Perpetual Securities should be surrendered for payment together with all unmatured Coupons (if any) relating to such Perpetual Securities, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of three years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Perpetual Security comprising a Floating Rate Perpetual Security, unmatured Coupons relating to such Perpetual Security (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Perpetual Security, any unexchanged Talon relating to such Perpetual Security (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Perpetual Security comprising a Floating Rate Perpetual Security is presented for redemption without all unmatured Coupons, and where any Bearer Perpetual Security is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Perpetual Security is not a due date for payment of distribution, distribution accrued from the preceding due date for payment of distribution or the Distribution Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Perpetual Security or Certificate.

(f) Talons

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

(g) Non-business days

Subject as provided in the relevant Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Perpetual Security or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further distribution or other payment in respect of any such delay.

7. Taxation

Where the Perpetual Securities are recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding 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 within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Perpetual Security or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

(a) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore otherwise than by reason only of the holding of such Perpetual Security or Coupon or the receipt of any sums due in respect of such Perpetual Security or Coupon (including, without limitation, the holder being a resident of, or having a permanent establishment in, Singapore); or

(b) by or on behalf of a holder who would be able to avoid withholding or deduction by making a declaration or any statement including, but not limited to, a declaration of non-residence or residence, but fails to do so; or

(c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the 30th day assuming that day to have been a day other than a Saturday, Sunday or gazetted public holiday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign exchange deposits in the relevant place of presentation) and Singapore.

For the avoidance of doubt, nothing in this Condition 7 shall apply to payments of tax by any holder with respect to its overall net income.

As used in these Conditions, "**Relevant Date**" in respect of any Perpetual Security or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Securityholders in accordance with Condition 14 that, upon further presentation of the Perpetual Security (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Perpetual Securities, all Redemption Amounts, Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5, "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" and/or "**Early Redemption Amounts**" shall be deemed to include any additional amounts which may be payable under these Conditions.

8. Prescription

The Perpetual Securities and Coupons shall become void unless presented for payment within three years from the appropriate Relevant Date for payment.

9. Non-payment

(a) Non-payment when due

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

(b) Proceedings for Winding-Up

If (i) an order is made or an effective resolution is passed for the Winding-Up of the Issuer or MCT or (ii) the Issuer shall not make payment in respect of the Perpetual Securities or the Guarantor shall not make payment in respect of the Guarantee, as the case may be, for a period of 15 business days or more after the date on which such payment is due (together, the "**Enforcement Events**"), the Issuer (or, as the case may be, the Guarantor) shall be deemed to be in default under the Trust Deed and the Perpetual Securities (in the case of the Issuer) and the Guarantee (in the case of the Guarantor) and the Trustee may, subject to the provisions of Condition 9(d), institute proceedings for the Winding-Up of the Issuer or, as the case may be, MCT and/or prove in the Winding-Up of the Issuer or, as the case may be, MCT and/or claim in the liquidation of the Issuer and/or MCT for such payment.

(c) Enforcement

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

(d) Entitlement of Trustee

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

(e) Right of Securityholders or Couponholder

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

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

10. Meeting of Securityholders and Modifications

The Trust Deed contains provisions for convening meetings of Securityholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Perpetual Securities of such Series (including these Conditions insofar as the same may apply to such Perpetual Securities) or any of the provisions of the Trust Deed.

The Trustee, the Issuer or the Guarantor at any time may, and the Trustee upon the request in writing by Securityholders holding not less than 10 per cent. of the principal amount of the Perpetual Securities of any Series for the time being outstanding shall, convene a meeting of the Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of maturity or redemption of the Perpetual Securities or any date for payment of distribution or Distribution Amounts on the Perpetual Securities, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Perpetual Securities, (c) to reduce the rate or rates of distribution in respect of the Perpetual Securities or to vary the method or basis of calculating the rate or rates of distribution or the basis for calculating any Distribution Amount in respect of the Perpetual Securities, (d) to vary any method of, or basis for, calculating the Redemption Amount or the Early Redemption Amount including the method of calculating the Amortised Face Amount, (e) to vary the currency or currencies of payment or denomination of the Perpetual Securities, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (g) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution or (h) to modify or cancel the Guarantee, will only be binding if passed at a meeting of the Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

The Trustee may agree, without the consent or sanction of the Securityholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed (other than any provision of the Trust Deed referred to in the proviso to paragraph 2 of Schedule 9 to the Trust Deed) which in the opinion of the Trustee is of a formal, minor or technical nature, is made to cure any ambiguity or correct a manifest error or to comply with mandatory provisions of Singapore law or is required by Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system in which the Perpetual Securities may be held and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed which is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Any such modification, authorisation or waiver shall be binding on the Securityholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Securityholders as soon as practicable.

In connection with the exercise of its functions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution) the Trustee shall have regard to the interests of the Securityholders as a class and shall not have regard to the consequences of such exercise for individual Securityholders or Couponholders.

These Conditions may be amended, modified, or varied in relation to any Series of Perpetual Securities by the terms of the relevant Pricing Supplement in relation to such Series.

11. Replacement of Perpetual Securities, Certificates, Coupons and Talons

If a Perpetual Security, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Perpetual Securities, Coupons or Talons) and of the Registrar (in the case of Certificates), or at the specified office of such other Issuing and Paying Agent or, as the case may be, Registrar as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders in accordance with Condition 14, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Perpetual Security, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Perpetual Security, Certificate, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Perpetual Securities, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12. Further Issues

The Issuer may from time to time without the consent of the Securityholders or Couponholders create and issue further perpetual securities having the same terms and conditions as the Perpetual Securities of any Series and so that the same shall be consolidated and form a single Series with such Perpetual Securities, and references in these Conditions to "**Perpetual Securities**" shall be construed accordingly.

13. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or prefunded to its satisfaction. The Trust Deed also contains a provision entitling the Trustee to enter into financial or other transactions with the Issuer, the Guarantor or any of the respective related corporations of the Issuer and MCT without accounting to the Securityholders or Couponholders for any profit resulting from such transactions.

14. Notices

Notices to the holders of Registered Perpetual Securities shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Perpetual Securities will be valid if published in a daily newspaper of general circulation in Singapore (or, if the holders of any Series of Perpetual Securities can be identified, notices to such holders will also be valid if they are given to each of such holders). It is expected that such publication will be made in the Business Times. Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Perpetual Securities in accordance with this Condition 14.

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

Notices to be given by any Securityholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Perpetual Security or Perpetual Securities, with the Issuing and Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Certificates).

Whilst the Perpetual Securities are represented by a Global Perpetual Security or a Global Perpetual Certificate, such notice may be given by any Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg and/or the Depository in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar, and Euroclear, Clearstream, Luxembourg and/or the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where:

(a) the identity and addresses of all the Securityholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses; or

(b) the Perpetual Securities are listed on the SGX-ST, notices to the Securityholders may be given by way of an announcement through the corporate announcement system administered by the SGX-ST including, but not limited to, the website maintained by the SGX-ST (the "**SGX-ST Corporate Announcement System**"),

such notices shall be deemed to have been given (i) in the case of (a) above, when received at such addresses or (ii) in the case of (b) above, upon the publication of such notices on the SGX Corporate Announcement System.

15. Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Perpetual Securities under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

16. Governing Law

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

17. Liability of DBST (in its capacity as trustee of MCT)

(a) Notwithstanding any provision to the contrary in the Trust Deed, the Perpetual Securities and the Coupons, each of the Securityholders and the Couponholders agrees and acknowledges that DBST (in its capacity as trustee of MCT) has entered into the Trust Deed solely in its capacity as trustee of MCT and not in DBST's personal capacity and all references to the "Issuer" or the "Guarantor" in the Trust Deed, the Perpetual Securities and the Coupons shall be construed accordingly. As such, any liability of or indemnity, covenant, undertaking, representation and/or warranty given by DBST (in its capacity as trustee of MCT) under the Trust Deed, the Perpetual Securities and the Coupons is given by DBST in its capacity as trustee of MCT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate under the Trust Deed shall be limited to the assets of MCT over which DBST (in its capacity as trustee of MCT) has recourse, and shall not extend to any personal assets of DBST or any assets held by DBST.

(b) It is hereby agreed that DBST's obligations under the Trust Deed, the Perpetual Securities and the Coupons will be solely the corporate obligations of DBST (in its capacity as trustee of MCT) and there shall be no recourse against the shareholders, directors, officers or employees of DBST's 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 Perpetual Securities and the Coupons. The foregoing shall not relieve or discharge DBST in its capacity as trustee of MCT from any bad faith, gross negligence, fraud, wilful default, breach of the MCT Trust Deed or breach of trust.

(c) For the avoidance of doubt, any legal action or proceedings commenced against DBST (in its capacity as trustee of MCT) whether in Singapore or elsewhere pursuant to the Trust Deed, the Perpetual Securities and the Coupons shall be brought against DBST in its capacity as trustee of MCT and not in its personal capacity.

(d) This Condition 17 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Perpetual Securities and/or the Coupons.

18. Additional Definitions

In these Conditions:

"**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;

"**Property Funds Appendix**" means Appendix 6 of the Code on Collective Investment Schemes, issued by the Monetary Authority of Singapore;

"**Rating Agency**" means Moody's Investors Service or its successors, Fitch, Inc or its successors or Standard & Poor's Rating Services, a division of The McGraw Hill Companies, Inc. or its successors; and

"**Tax Event**" means 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 enacted, promulgated, issued or becomes effective on or after the Issue Date; or

(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 enacted, promulgated, issued or becomes effective on or after the Issue Date; or

(c) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position which is issued or announced on or after the Issue Date,

payments by the Issuer would no longer, be fully deductible by the Issuer for Singapore income tax purposes.

"**Winding-Up**" means, with respect to MCTTCPL or MCT, a final and effective order or resolution for the bankruptcy, winding-up, liquidation, receivership or similar proceedings in respect of MCTTCPL or MCT, as the case may be, and any equivalent or analogous procedure under the law of any jurisdiction in which it is incorporated, domiciled or resident or carries on business or has assets.

Issuing and Paying Agent, Transfer Agent and Registrar
(for Non CDP Cleared Perpetual Securities)
The Hongkong and Shanghai Banking Corporation Limited
Level 30, HSBC Main Building
1 Queen's Road Central
Hong Kong

Issuing and Paying Agent, Transfer Agent and Registrar
(for CDP Cleared Perpetual Securities)
The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
20 Pasir Panjang (East Lobby)
#12-21 Mapletree Business City
Singapore 117439

RISK FACTORS

Prior to making an investment or divestment decision, prospective investors in or existing holders of the Securities should carefully consider all of the information set forth in this Information Memorandum including the risk factors set out below. The risk factors set out below do not purport to be complete or comprehensive of all the risks that may be involved in the businesses of the Issuers, the Guarantor, MCT or the Group or any decision to purchase, own or dispose of the Securities. Additional risks which the Issuers or the Guarantor is currently unaware of may also impair the Issuers', the Guarantor's, MCT's or the Group's business, assets, financial condition, performance or prospects. If any of the following risk factors develops into actual events, the business, assets, financial condition, performance or prospects of the Issuers, the Guarantor, MCT and/or the Group could be materially and adversely affected. In such cases, the ability of the Issuers and the Guarantor to comply with its obligations under the Trust Deed and the Securities may be adversely affected.

LIMITATIONS OF THIS INFORMATION MEMORANDUM

This Information Memorandum does not purport to nor does it contain all information that a prospective investor in or existing holder of the Securities may require in investigating the Issuers, the Guarantor, MCT or the Group, prior to making an investment or divestment decision in relation to the Securities issued under the Programme. This Information Memorandum is not, and does not purport to be, investment advice. A prospective investor should make an investment in the Securities only after it has determined that such investment is suitable for its investment objectives. Determining whether an investment in the Securities is suitable is a prospective investor's responsibility. Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the Securities (or any part thereof) is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuers, the Guarantor, any of the Arrangers or any of the Dealers that any recipient of this Information Memorandum or any such other document or information (or such part thereof) should subscribe for or purchase or sell any of the Securities. Each person receiving this Information Memorandum acknowledges that such person has not relied on the Issuers, the Guarantor, MCT, their respective subsidiaries and associated companies (if any), any of the Arrangers or any of the Dealers or any person affiliated with each of them in connection with its investigation of the accuracy or completeness of the information contained herein or of any additional information considered by it to be necessary in connection with its investment or divestment decision. Any recipient of this Information Memorandum contemplating subscribing for or purchasing or selling any of the Securities should determine for itself the relevance of the information contained in this Information Memorandum and any such other document or information (or such part thereof) and its investment or divestment should be, and shall be deemed to be, based solely upon its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers, the Guarantor, MCT, their respective subsidiaries and associated companies (if any), the respective terms and conditions of the Securities and any other factors relevant to its decision, including the merits and risks involved. A prospective investor should consult with its legal, tax and financial advisers prior to deciding to make an investment in the Securities.

RISKS RELATING TO THE PROPERTIES OF MCT

MCT is reliant on VivoCity and MBC I for a substantial portion of its Gross Revenue and NPI

While the current portfolio of MCT comprises five properties, MCT is reliant on VivoCity and MBC I for a substantial portion of its Gross Revenue and NPI. For FY17/18, VivoCity accounted for 47.6% of the Gross Revenue and 46.2% of the NPI of MCT, while MBC I accounted for 29.1% of the Gross Revenue and 30.6% of the NPI of MCT.

Any circumstance which adversely affects the operations or business of VivoCity or MBC I, or their attractiveness to tenants, such as physical damage to the buildings due to fire or other causes, may reduce the contribution by VivoCity and MBC I to the Gross Revenue and NPI of MCT. This in turn may adversely affect the financial condition and results of operations of MCT, and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The market values of the Properties may differ from their values as determined by the Independent Valuers

MCT is required under the Property Funds Appendix to conduct a valuation of the properties in its portfolio at least once every financial year. The Properties in MCT's portfolio were last valued as at 31 March 2018 by the Independent Valuers. 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. The market values of the Properties (which affect the NAV per Unit) may therefore differ from the values of the Properties as determined by the Independent Valuers.

The values of the Properties (as determined by the Independent Valuers) are not an indication of, and do not guarantee, a sale price at that value at present or in the future. The price at which MCT sells a Property may be lower than its value as determined by the Independent Valuers or its purchase price at the time of acquisition by MCT.

The Properties may require capital expenditure periodically and MCT may not be able to secure funding

The Properties may require periodic capital expenditure for refurbishment, renovation and improvements. MCT may not be able to fund capital expenditure solely from cash generated from its operating activities and MCT may not be able to obtain additional equity or debt financing, on favourable terms or at all. If MCT is not able to obtain such financing, the marketability of the Properties or the attractiveness of the Properties to new or existing tenants may be affected.

Renovation work, repair and maintenance or physical damage to the Properties may disrupt the operations of MCT and collection of rental income or otherwise result in adverse impact on the financial condition of MCT

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

Physical damage to the Properties resulting from fire or other causes may lead to a significant disruption to the business and operations of the Properties. Furthermore, tenants generally have the right to terminate their tenancies prematurely in the event that such physical damage (not caused by the tenants' negligence or default) persists for an extended period of time. The foregoing may impose unbudgeted costs on MCT and may result in an adverse impact on the financial condition and results of operations of MCT and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The Properties may be adversely affected if the MCT Manager and MCT Property Manager do not provide adequate management and maintenance

Should the MCT Manager and the MCT Property Manager fail to provide adequate management and maintenance of the Properties, the value of the Properties might be adversely affected and this may result in a loss of tenants, and the resulting loss of rental income from the Properties will adversely affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

There may be material defects, breaches of laws and regulations and other deficiencies in relation to the Properties, tenancies, buildings and equipment

There is no assurance that the Properties will not have defects or deficiencies requiring repair or maintenance (including design, construction or other latent property or equipment defects in the Properties which may require additional capital expenditure, special repair or maintenance expenses), other than those which were already identified or known to the MCT Manager. Such undisclosed 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 MCT's earnings and cash flows.

The experts' reports that the MCT Manager relied upon as part of its due diligence investigations of the Properties may be subject to inaccuracies and deficiencies. This may be because certain building defects and deficiencies are difficult or impossible to ascertain due to limitations inherent in the scope of the inspections, the technologies or techniques used and other factors. Further, due to the large number of tenancies, a limited property due diligence exercise was conducted on the Properties which included a review of selected lease agreements of the Properties. The limited property due diligence exercise on the Properties may not have identified all material breaches of the lease agreements and non-compliance with laws and regulations. MCT may incur financial or other obligations in relation to such breaches or non-compliance.

The representations, warranties and indemnities granted in favour of MCT by the vendors of the Properties are subject to limitations as to their scope and as to the amount and timing of claims which can be made. There is no assurance that MCT would be entitled to be reimbursed under such representations, warranties and indemnities for any losses or liabilities suffered or incurred by it as a result of its acquisition of the Properties.

MCT may suffer material losses in excess of insurance proceeds or MCT may not put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties

The Properties face the risk of suffering physical damage caused by fire, acts of God such as natural disasters or other causes, as well as potential public liability claims, including claims arising from the operations of the Properties.

In addition, certain types of risks (such as risk of occurrence of war, terrorist acts 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. MCT's insurance policies for the Properties may not cover occurrence of wars, terrorist acts, outbreak of contagious diseases, contamination or other environmental breaches. There is also no assurance that adequate insurance coverage will be available in the future on commercially reasonable terms or at commercially reasonable rates.

Should an uninsured loss or a loss in excess of insured limits occur, MCT could be required to pay compensation and/or suffer a loss of capital invested in the affected property as well as anticipated future revenue from that property as it may not be able to rent out or sell the affected property. MCT will also be liable for any debt or other financial obligation related to that property. No assurance can be given that material losses in excess of insurance proceeds (if any) will not occur. This in turn may adversely affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

Possible damage as a result of surrounding construction works

Ground movements from surrounding construction works may potentially cause damage to the buildings in the vicinity, including the Properties, notwithstanding any safety measures being put in place. Any expenditure required for the inspection, repair and maintenance of the Properties in the event of such damage may have an adverse effect on MCT's financial condition and results of operations.

Existing or planned amenities and transportation infrastructure near the Properties may be closed, relocated, terminated, delayed or not completed

The proximity of amenities and transportation infrastructures, such as MRT stations, bus interchanges, cruise terminal and the Sentosa Express, to the Properties provides convenient access to the Properties. There is no assurance that such amenities and transportation infrastructure will not be closed, relocated, terminated, delayed or left uncompleted in the future, or that there will be no impediment to the traffic flow in the vicinity. Such closure, relocation, termination, delay, non-completion or impediment may adversely affect the accessibility of the Properties and, in the case of Properties that comprise or include retail malls, may reduce the flow of shopper traffic to such Properties. This may then have an adverse effect on the attractiveness and marketability of the Properties to tenants and may adversely affect the financial position of MCT. This in turn may adversely affect the financial condition and results of operations of MCT, and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

MCT may face increased competition from other properties

The Properties are located in areas where other competing properties are present and new properties may be developed which may compete with the Properties. The income from, and market value of, the Properties will be dependent on the ability of the Properties to compete against other properties for tenants. If other competing properties are more successful in attracting and retaining tenants, the income from the Properties could be reduced thereby adversely affecting the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The Collector of Land Revenue, on behalf of the President of the Republic of Singapore, may, as lessor, re-enter the Properties upon breach of terms and conditions of the State leases

Each Property is held under a registered State lease issued by the President of the Republic of Singapore as lessor. Each State lease contains terms and conditions commonly found in State leases in Singapore, including the right of the lessor to re-enter the Properties and terminate the lease (without compensation) in the event the lessee fails to observe or perform the terms and conditions set out in the relevant State lease.

VivoCity and MLHF are subject to certain rights of the Land Transport Authority for purposes of, or incidental to any railway use

VivoCity and MLHF are affected by Gazette No. 3092 dated 6 November 2000 which relates to the MRT route from HarbourFront MRT Station to Punggol MRT Station (the "**North East Line**"), Gazette No. 1629 dated 18 June 2002 which relates to the Circle Line (Stage 5) at Telok Blangah Road including HarbourFront MRT Station (the "**Circle Line**"), Gazette No. 289 dated 24 June 2002 and Gazette No. 43 dated 28 January 2011, pursuant to which certain portions of VivoCity and the land area of MLHF are subject to certain rights which may be exercised by the Land Transport Authority of Singapore for the purposes of and incidental to any railway, under the Rapid Transit Systems Act, Chapter 263A of Singapore. These Gazettes may limit the extent of asset enhancement or other development works to be undertaken on VivoCity and MLHF in the future.

The Properties or any part of them may be acquired compulsorily

The Land Acquisition Act, Chapter 152 of Singapore (the "**Land Acquisition Act**") gives the Singapore Land Authority the power to acquire any land in Singapore:

- for any public purpose;
- where the acquisition is of public benefit or of public utility or in the public interest; or
- for any residential, commercial or industrial purposes.

In the event that any of the Properties (or part thereof) is acquired compulsorily, the compensation to be awarded would be:

- the market value of the property as at the date of the publication in the Government Gazette of the notification of the likely acquisition of the land, provided that within six months from the date of such publication, a declaration of intention to acquire is subsequently made by publication in the Government Gazette; or
- the market value of the property as at the date of publication in the Government Gazette of the declaration of intention to acquire, in any other case.

The market value of a property (or part thereof) which is compulsorily acquired by the Singapore Land Authority may be less than the price which MCT paid for acquisition of the relevant property.

RISKS RELATING TO THE OPERATIONS OF MCT

MCT is exposed to economic and real estate market conditions (including uncertainties and instability in global market conditions and increased competition in the real estate market)

The Properties are located in Singapore, in particular, the Southern Corridor. As a result, MCT's Gross Revenue and results of operations depend on the performance of the Singapore economy. A decline in Singapore's economy and/or business activities within the Southern Corridor could adversely affect MCT's results of operations and future growth. The performance of MCT may also be adversely affected by a number of local real estate market conditions, such as the competitiveness of competing office and retail properties or an oversupply of or reduced demand for office and retail properties.

Being an open economy, Singapore is also affected by global economic conditions. The global credit markets have experienced, and may continue to experience, volatility and liquidity disruptions. These or other such events could adversely affect MCT insofar as they result in:

- an increase in counterparty risk; and/or
- an increased likelihood that one or more of (i) MCT's banking syndicates (if any), (ii) banks or insurers, as the case may be, providing bankers' guarantees or performance bonds for the rental deposits or other types of deposits relating to or in connection with the Properties or MCT's operations or (iii) MCT's insurers, may be unable to honour their commitments to MCT.

In addition, downturns and uncertainties in the global economy could negatively impact Singapore's economy, which will in turn lead to weaker business and consumer sentiments and therefore reduced demand for office and retail properties.

A substantial number of the leases of the Properties are for terms of three years, which exposes the Properties to significant rates of lease expiries each year

A substantial number of the leases for the Properties are for terms of three years, which reflects the general practice in the Singapore commercial property market for tenancies. As a result, the Properties experience lease cycles in which a substantial number of such leases expire each year. This exposes MCT to certain risks, including the risk that vacancies following the non-renewal of leases in a substantial manner may lead to reduced occupancy levels, which will in turn reduce MCT's Gross Revenue. This in turn may adversely affect the financial condition and results of operations of MCT, and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

Any loss of major tenants or any breach by major tenants of their obligations under the lease agreements could have an adverse effect on MCT

MCT's top 10 tenants contributed 24.8% of the Gross Rental Income of the Properties as at 31 March 2018. The MCT Manager expects that MCT will continue to be dependent upon the major tenants for a significant portion of its Gross Rental Income. There is a risk that a major tenant may prematurely terminate its lease or does not renew its lease at expiry. It may be difficult to secure replacement tenants at short notice or on similar tenancy terms. In addition, the amount of rent and the terms on which lease renewals and new leases are agreed may be less favourable than those of the current leases.

The loss of major tenants in any one of the Properties or future properties acquired by MCT could result in periods of vacancy, which could therefore adversely affect MCT's financial condition, results of operations and ability to make distributions to Unitholders.

Furthermore, in the event that any major tenants of the Properties are unable to pay their rent or breach their obligations under the lease agreements, the level of distributable income may also be adversely affected. The performance of the major tenants' other businesses could also have an impact on their ability to make rental payments to MCT.

Factors that affect the ability of such major tenants to meet their obligations include, but are not limited to:

- their financial position;
- the local economies in which they have business operations;

- the ability of such major tenants to compete with its competitors;
- in the instance where such major tenants have sub-leased the Properties, the failure of the sub-tenants to pay rent; and
- material losses in excess of insurance proceeds.

The amount that MCT may borrow is limited, which may affect the operations of MCT

The Property Funds Appendix provides that aggregate leverage of a real estate investment trust should not exceed 45.0% of its deposited property. As at 31 March 2018, the aggregate leverage ratio of MCT is 34.5%. Although the aggregate leverage of MCT is currently in compliance with the requirements of the Property Funds Appendix, there can be no assurance that the MCT will not be required to make downward revaluations of the properties in the future. Any fall in the Gross Revenue or NPI earned from the MCT's properties may result in downward revaluation of the properties.

MCT may, from time to time, require further debt financing to carry out its investment strategies. In the event that MCT decides to incur additional borrowings in the future, MCT may face adverse business consequences as a result of this limitation on future borrowings, and these may include:

- an inability to fund capital expenditure requirements in relation to the Properties or in relation to MCT's acquisitions to expand its portfolio;
- a decline in the value of the MCT Deposited Property which may cause the borrowing limit to be exceeded, thus affecting MCT's ability to make further borrowings; and
- cash flow shortages (including with respect to distributions) which MCT might otherwise be able to resolve by borrowing funds.

MCT may face risks associated with debt financing and the debt facilities and the debt covenants could limit or affect MCT's operations

MCT has drawn down on various debt facilities with varying maturities, of which a portion is fixed by way of fixed rate debt or interest rate swaps. MCT is subject to risks associated with such debt facilities, including the risk that its cash flow will be insufficient to meet the required payments of principal and interest under such financing or its inability to comply with or maintain certain financial covenants or security ratios under such debt facilities. MCT is also exposed to fluctuations in interest rates in respect of the portion of the gross borrowings which are subject to floating interest rates, and any rise in the prevailing interest rates may increase the quantum of interest payable by MCT.

For FY17/18, MCT distributed 100% of its taxable income to Unitholders. MCT's distribution policy is to distribute at least 90.0% of its adjusted taxable income (and tax-exempt income, if applicable) and such distributions are typically paid on a quarterly basis. The actual level of distribution will be determined by the MCT Manager's discretion, having regards to MCT's funding requirements, other capital management consideration and the overall stability of distributions. As a result of this distribution policy, MCT may not be able to meet all of its obligations to repay any future borrowings through its cash flow from operations. MCT may be required to repay maturing debt with funds from additional debt or equity financing or both. There is no assurance that such financing will be available on acceptable terms or at all.

Under the terms of certain of MCT's debt facilities, it will constitute a mandatory prepayment event if either the MCT Manager or the MCT Property Manager resigns or is removed as a manager or property manager of MCT without the lenders' prior written consent and (i) the replacement manager or property manager is not appointed in accordance with the terms of the MCT Trust Deed, and/or (ii) the replacement manager or property manager is not a wholly-owned subsidiary of the Sponsor. In certain of MCT's debt facilities, it will also constitute a mandatory prepayment event if the MCT Manager or the MCT Property Manager (or their respective replacements, as the case may be) ceases to be a subsidiary of the Sponsor.

If MCT defaults under such debt facilities, the lenders may be able to declare an event of default requiring the immediate repayment of the outstanding amount under the debt facilities and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided.

If MCT's property is mortgaged, such property could be foreclosed by the lender or the lender could require a forced sale of the property and utilise the proceeds thereof to repay the principal and interest under the debt facilities, which will result in a loss of income and asset value to MCT.

If principal amounts due for repayment at maturity cannot be refinanced, extended or paid with proceeds from other capital sources, such as new equity capital, MCT may not be able to repay all maturing debt and this could adversely affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

MCT may be subject to the risk that the terms of any refinancing undertaken will be less favourable than the terms of the original borrowings. MCT may also be subject to certain covenants that may limit or otherwise adversely affect its operations. Such covenants may also restrict MCT's ability to acquire properties or undertake other capital expenditure and may require it to set aside funds for maintenance or repayment of security deposits or require MCT to maintain certain financial ratios (e.g. loan to value ratios). The triggering of any of such covenants may have an adverse impact on MCT's financial condition, results of operations and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

MCT'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 MCT's cash flow and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

There is no assurance that the current rating given to MCT will be maintained or that the rating will not be reviewed, downgraded, suspended or withdrawn in the future

MCT has been assigned a "Baa1" issuer rating from Moody's. This rating is based on the views of Moody's only. Future events could have a negative impact on the rating of MCT and prospective investors should be aware that there is no assurance that the rating given will continue or that the rating would not be reviewed, downgraded, suspended or withdrawn as a result of future events or judgment on the part of Moody's. Any rating changes that could occur may have a negative impact on the market value of the Securities. A downgrade, suspension or withdrawal of the rating may lead to MCT being unable to obtain future credit on terms which are as favourable as those of its existing borrowings, resulting in loans at higher interest rates, an event of default for some of MCT's existing borrowings and/or affecting the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The MCT Manager may not be able to implement its investment strategy for MCT

There is no assurance that the MCT Manager will be able to implement its investment strategy successfully (including the acquisition of the ROFR Properties) or that it will be able to expand MCT's portfolio at any specified rate or to any specified size. The MCT Manager may not be able to make acquisitions or investments on favourable terms or within a desired time frame.

MCT faces active competition in acquiring suitable properties. 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 MCT will be able to compete effectively against such entities. As such, MCT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected. Even if MCT were able to successfully acquire property or investments, there is no assurance that MCT will achieve its intended return on such acquisitions or investments.

Since the amount of borrowings that MCT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions are likely to be largely dependent on MCT's ability to raise equity capital.

Potential vendors may view negatively 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.

MCT's external growth strategy and its asset selection process may not be successful and acquisitions may cause disruptions to MCT's operations and divert the MCT Manager's attention away from day-to-day operations. In the event that the MCT Manager is not able to successfully implement its investment strategy for MCT, this may adversely affect the financial condition of MCT, which may in turn affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The MCT Manager's strategy to initiate asset enhancement on some of the Properties from time to time may not materialise

The MCT Manager may from time to time initiate asset enhancement on some of the Properties. There is no assurance that such plans for asset enhancement will materialise, or in the event that they do materialise, they may not achieve their desired results or may incur significant costs to MCT.

Possible change of investment strategies, policies and capital structure, may adversely affect the Securityholders

The MCT Manager may from time to time amend the investment strategies of MCT if it determines that such change is in the best interest of MCT and its Unitholders without seeking Unitholders' approval. In the event of a change of investment strategies, the MCT Manager may, subject to the relevant laws, regulations and rules (including the Listing Manual), alter such investment strategies, provided that it has given not less than 30 days' prior notice of the change to the MCT Trustee and Unitholders by way of an announcement on the SGX-ST. The methods of implementing MCT's investment strategies may vary as new investment and financing techniques are developed or otherwise used. Any such changes may adversely affect the Securityholders' investment in the Securities.

The MCT Manager and the MCT Property Manager are wholly-owned subsidiaries of the Sponsor. There may be potential conflicts of interest between MCT, the MCT Manager, the MCT Property Manager and the Sponsor

The Sponsor, its subsidiaries, related corporations and associates are engaged in the investment in, and the development and management of, among other things, real estate which is wholly or partially used for commercial purposes in Singapore and elsewhere in the world. As at the Latest Practicable Date, the Sponsor's wholly-owned subsidiaries, HarbourFront Eight Pte Ltd, HarbourFront Place Pte. Ltd., The HarbourFront Pte Ltd, Sienna Pte. Ltd. and Mapletree Commercial Trust Management Ltd., hold 982,243,861 Units constituting 34.03% of the total number of Units in issue. The Sponsor may therefore be in a position to influence matters which require the approval of Unitholders.

The Sponsor may exercise influence over the activities of MCT through the MCT Manager, which is a wholly-owned subsidiary of the Sponsor. Moreover, the Sponsor may in the future sponsor, manage or invest in other REITs or other vehicles which may also compete directly with MCT. There can be no assurance that conflicts of interest will not arise between MCT and the Sponsor in the future. For example, if the Sponsor decides to undertake a commercial property development project in Singapore, the property may upon completion compete with the Properties.

Further, the MCT Property Manager, a wholly-owned subsidiary of the Sponsor, has been appointed to manage the Properties as well as all future properties in Singapore to be acquired by MCT. The properties in the Sponsor's property portfolio may be in competition with the properties owned by MCT.

If the CMS Licence of the MCT Manager is revoked by the MAS or has lapsed, the operations of MCT will be adversely affected

The CMS Licence issued to the MCT Manager is subject to conditions and is valid until the MCT Manager ceases to carry on the business of REIT management, the CMS Licence is revoked by the MAS or it has lapsed. In any of the foregoing events, the operations of MCT will be adversely affected.

There is no assurance that MCT will be able to leverage on the Sponsor's experience in the operation of the Properties or the Sponsor's experience in the management of REITs.

In the event that the Sponsor decides to transfer or dispose of its Units or its shares in the MCT Manager, MCT may no longer be able to leverage on:

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

In such an event, MCT may not be able to benefit from the range of corporate services which are available to owners of properties managed by the Sponsor. This may have a material and adverse impact on MCT's results of operations and financial condition which may in turn affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

MCT will not have a right of first refusal to purchase the ROFR Properties if the Sponsor and/or any of its related corporations cease to be the controlling shareholder of the MCT Manager

The Sponsor has granted to MCT the ROFR which covers any proposed offer (a) of sale by a third party to a Relevant Entity of any Relevant Asset or (b) by a Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the Relevant Entity. Pursuant to the terms of the ROFR, the ROFR may be subject to consent from third parties, failing which the ROFR will exclude such Relevant Assets. There can be no assurance that such third parties will give such consent. It should also be noted that the ROFR is subject to any prior overriding contractual obligations of the Relevant Entity, provided that the Sponsor shall use its best endeavours to obtain the consent of the relevant third parties.

However, the ROFR will terminate in the event that (a) the Sponsor or any of its related corporations (as defined in the Companies Act) cease to remain as the manager of MCT or (b) the Sponsor and/or any of its related corporations, alone or in aggregate, cease to remain as a controlling shareholder of the manager of MCT. This may adversely affect MCT's pipeline of future acquisitions.

MCT's investment strategy may entail a higher level of risk as compared to other types of unit trusts that have a more diverse range of investments

MCT's principal strategy of investing, directly or indirectly, in real estate will subject MCT to risks inherent in concentrating in real estate. The level of risk could be higher as compared to other types of unit trusts that have a more diverse range of investments in other sectors.

A concentration of investments in real estate in Singapore exposes MCT to the risk of a downturn in the real estate market in Singapore. Such downturns may lead to a decline in occupancy for properties or real estate-related assets in MCT's portfolio. This will affect MCT's Gross Revenue from the Properties, and/or result in a decline in the capital value of MCT's portfolio, which will have an adverse impact on the results of operations and the financial condition of MCT and on the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

Occurrence of any acts of God, war and terrorist attacks may adversely and materially affect the business and operations of the Properties

Acts of God such as natural disasters are beyond the control of MCT or the MCT Manager and may materially and adversely affect the economy, infrastructure and livelihood of the local population. MCT's business and income available for distribution may be materially and adversely affected should such acts of God occur. There can be 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 a material and adverse effect on the operations and financial conditions of MCT and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The outbreak of an infectious disease or any other serious public health concerns in Asia and elsewhere could adversely impact the business, financial condition and results of operations of MCT

There can be no assurance that any precautionary measures taken against infectious diseases would be effective. The outbreak of an infectious disease including but not limited to the Zika virus, Influenza A (H1N1), avian influenza, Middle East Respiratory Syndrome or Severe Acute Respiratory Syndrome in Asia and elsewhere, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economy and business activities in Asia and could thereby adversely impact the revenues and results of MCT. These factors could materially and adversely affect the business and financial conditions and the results of operations of MCT, which may in turn affect the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

MCT depends on certain key personnel and the loss of any key personnel may adversely affect its operations

MCT's performance depends, in part, upon the continued service and performance of executive officers of the MCT Manager. These key personnel may leave the employment of the MCT Manager or their representative status under the CMS Licence may be cancelled or not renewed by the MAS. If any of the above were to occur, the MCT Manager will need to spend time searching for a replacement and the duties which such executive officers are responsible for may be affected. The loss of any of these individuals could have a material adverse effect on MCT's financial condition and its results of operations.

MCT may be adversely affected by any increase in GST

GST is set to increase from 7.0% to 9.0% sometime between 2021 and 2025. Any increase in GST could have a negative impact on the retail market, which may result in the loss of tenants in respect of Properties that comprise or include retail malls. This in turn may reduce the Gross Rental Income and have an adverse effect on MCT's financial condition and results of operations.

The accounting standards in Singapore may change

The Singapore Accounting Standards Council may issue new and revised accounting standards and pronouncements from time to time. The financial statements of the Group may be affected by the introduction of such changes in accounting standards. The extent and timing of these changes in accounting standards are unknown and subject to confirmation by the relevant authorities.

There is no assurance that these changes will not:

(a) have a significant impact on the presentation of the Group's financial statements;

(b) have a significant impact on the Group's results of operations; or

(c) have an adverse effect on the operations and financial condition of the Group.

MCT may be involved in legal and/or other proceedings arising from its operations from time to time

The Group may be involved in legal and other proceedings arising from its operations from time to time The Group may be involved from time to time in disputes with various parties involved in the leasing and operating of its properties such as contractors, sub-contractors, suppliers, construction companies, purchasers and tenants. These disputes may lead to legal and other proceedings, and may cause the Group to incur additional costs and experience delays. In addition, the Group may have disagreements with regulatory bodies in the course of its operations, which may subject it to administrative proceedings and unfavourable orders, directives or decrees that result in financial losses and delay the construction or completion of its projects.

RISKS RELATING TO INVESTING IN REAL ESTATE

MCT may be adversely affected by the illiquidity of real estate investments

MCT invests primarily in real estate and real estate-related assets. Real estate investments, particularly investments in high value properties such as those in which MCT has invested or in which it intends to invest, are relatively illiquid. Such illiquidity may affect MCT's ability to vary its investment portfolio or liquidate a portion of its assets in response to changes in economic, real estate market or other conditions. For instance, MCT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price in order to ensure a quick sale. Moreover, MCT 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 MCT's financial condition and results of operations, and the Issuers' and Guarantor's ability to fulfil their payment obligations under the Securities.

The Gross Revenue earned from and the value of, the Properties may be adversely affected by a number of factors

The Gross Revenue earned from and the value of, the Properties may be adversely affected by a number of factors, including, but not limited to:

- the MCT Property Manager's ability to collect rent from the tenants on a timely basis or at all;
- the amount and extent to which MCT is required to grant rental rebates to the tenants;
- defects affecting the Properties which could affect the operations of tenants resulting in the inability of such tenants to make timely payments of rent or at all;
- the tenants seeking the protection of bankruptcy or insolvency laws which could result in delays in the receipt of rent payments, inability to collect rental income, or delays in the termination of the lease, or which could hinder or delay the re-letting of the space in question or the sale of the relevant property;
- the tenants failing to comply with the terms of their leases or commitments to lease;
- the tenants requesting for waiver of interest on late payment of rent;
- the amount of rent and the terms on which lease renewals and new leases are agreed being less favourable than current leases;
- the local and international economic climate and real estate market conditions (such as oversupply of, or reduced demand for rental space, changes in market rental rates and operating expenses for the Properties);
- retail market conditions as a portion of rental revenue is based on tenants' turnover;
- vacancies following the expiry or termination of leases (with or without cause) that lead to reduced occupancy rates;
- terms agreed under new tenancies being less favourable than those under current tenancies;
- the MCT Manager's ability to provide adequate management and maintenance or to purchase or put in place adequate insurance;
- competition from other commercial properties for tenants;
- changes in laws and governmental regulations in relation to real estate, including those governing usage, zoning, taxes and government charges. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. Rights related to the Properties may also be restricted by legislative actions, such as revisions to the laws relating to building standards or town planning laws, or the enactment of new laws related to condemnation and redevelopment; and

- acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases, natural disasters and other events beyond the control of the MCT Manager.

The Properties may be subject to increases in direct expenses and other operating expenses

MCT's profitability could be adversely affected if direct expenses and other operating expenses increase (save for such expenses which MCT is not responsible for pursuant to the lease agreements) without a corresponding increase in revenue.

Factors which could lead to an increase in expenses include, but are not limited to, the following:

- increase in property tax assessments and other statutory charges;
- change in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies;
- change in direct or indirect tax policies;
- increase in sub-contracted service costs;
- increase in labour costs;
- increase in repair and maintenance costs;
- increase in the rate of inflation;
- increase in costs relating to adjustment of the tenant mix;
- defects affecting, or environmental pollution in connection with, MCT's properties which need to be rectified;
- increase in insurance premium; and
- increase in cost of utilities.

RISKS RELATING TO THE SECURITIES

The regulation and reform of "benchmarks" may adversely affect the value of Securities linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (including SIBOR) are the subject of recent national and international regulatory guidance 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, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to or referencing such a "benchmark". Regulation (EU) 2016/1011 (the **Benchmarks Regulation**) was published in the Official Journal of the EU on 29 June 2016 and is applicable from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Securities linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks" (including SIBOR): (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to or referencing a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Securities linked to or referencing a "benchmark".

Limited Liquidity of the Securities Issued under the Programme

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

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

The Securities 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 Securities 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 Securities 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 Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. The lack of liquidity may have a severely adverse effect on the market value of the Securities.

Fluctuation of Market Value of Securities Issued under the Programme

Trading prices of the Securities are influenced by numerous factors, including the operating results and/ or financial condition of the Issuers, the Guarantor, MCT and/or their respective subsidiaries and/or their respective associated companies (if any), political, economic, financial and any other factors that can affect the capital markets, the industry, the Issuers, the Guarantor, MCT, their respective subsidiaries and/ or associated companies (if any) generally. Adverse economic developments, in Singapore as well as countries in which the Issuers, the Guarantor, MCT, their respective subsidiaries and/or associated companies (if any) operate or have business dealings, could have a material adverse effect on the operating results and/or the financial condition of the Issuers, the Guarantor, MCT, their respective subsidiaries and/or their respective associated companies (if any).

Interest Rate Risk

Securityholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in note and/or perpetual security prices, resulting in a capital loss for the Securityholders. However, payments received may be reinvested at higher prevailing interest rates. Conversely, when interest rates fall, note and/or perpetual security prices may rise. The Securityholders may enjoy a capital gain but interest or distribution payments received may be reinvested at lower prevailing interest rates.

Credit ratings may not reflect all risks

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

Inflation Risk

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

Securities may be issued at a substantial discount or premium

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

Modification and waivers

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

The Conditions also provide that the Trustee may, without the consent of the Securityholders or Couponholders, agree to (i) any modification of any of the provisions of the Trust Deed which in the opinion of the Trustee is of a formal, minor or technical nature, is made to correct a manifest error or to comply with any mandatory provision of Singapore law or is required by Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system in which the Securities may be cleared, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders.

A change in the governing law of the Securities may adversely affect Securityholders

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

The Securities and the Guarantee are not secured

The Securities and Coupons of all Series constitute direct, unconditional, unsubordinated and unsecured obligations of the Relevant Issuer and shall at all times rank *pari passu* without any preference or priority among themselves, and *pari passu* with (i) all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Relevant Issuer in the case of Notes and Senior Perpetual Securities and (ii) any Parity Obligations of the Relevant Issuer as set out in the applicable Pricing Supplement in the case of Subordinated Perpetual Securities. Subject to the Note Conditions and the Perpetual Security Conditions, the payment obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with (i) all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor in the case of Notes and Senior Perpetual Securities and (ii) any Parity Obligations of the Relevant Issuer as set out in the applicable Pricing Supplement in the case of Subordinated Perpetual Securities.

Accordingly, on a winding-up or termination of MCTTCPL and/or MCT at any time prior to maturity of any Securities, the Securityholders will not have recourse to any specific assets of MCTTCPL (where the Relevant Issuer is MCTTCPL), MCT or their respective subsidiaries and/or associated companies (if any) as security for outstanding payment or other obligations under the Securities and/or Coupons owed to the Securityholders and there can be no assurance that there would be sufficient value in the assets of MCTTCPL and/or MCT, after meeting all claims ranking ahead of the Securities, to discharge all outstanding payment and other obligations under the Securities and/or Coupons owed to the Securityholders.

Enforcement of the Guarantee is subject to the Guarantor's right of indemnity out of the MCT Deposited Property

Securityholders should note that the Guarantee is issued by the Guarantor and not MCT, since MCT is not a legal entity. Securityholders should note that under the terms of the Guarantee, Securityholders shall only have recourse in respect of the MCT Deposited Property and not the Guarantor personally nor any other properties held by the Guarantor as trustee of any trust (other than MCT). Further, Securityholders do not have direct access to the MCT Deposited Property and can only gain access to such trust properties through the Guarantor and if necessary seek to subrogate to the Guarantor's right of indemnity out of the MCT Deposited Property. Accordingly, any claim of the Securityholders to the MCT Deposited Property is derivative in nature. A Securityholder's right of subrogation could be limited by the Guarantor's right of indemnity. Securityholders should also note that such right of indemnity of the Guarantor may be limited or lost through fraud, gross negligence, wilful default, breach of trust or breach of the MCT Trust Deed by the MCT Trustee.

Performance of contractual obligations by the Issuers and the Guarantor is dependent on other parties

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

Securityholders are exposed to financial risk

Payments (whether in respect of principal, interest or distributions and whether at maturity or otherwise) in respect of the Securities occur at specified periods regardless of the performance of the Issuers, the Guarantor, MCT and/or the Group. The Issuers and the Guarantor may be unable to make any such payments under a Tranche of Securities should they suffer a serious decline in net operating cash flows.

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

Securities issued under the Programme may be represented by one or more Global Securities or Global Certificates. Such Global Securities and Global Certificates will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or CDP (each of Euroclear, Clearstream, Luxembourg and CDP, a "**Clearing System**"). Except in the circumstances described in the relevant Global Security or Global Certificate, investors will not be entitled to receive Definitive Securities. The relevant Clearing System(s) will maintain records of their direct account holders in relation to the Global Securities and Global Certificates. While the Securities are represented by one or more Global Securities or Global Certificates, investors will be able to trade their beneficial interests only through the Clearing Systems.

While the Securities are represented by one or more Global Securities or Global Certificates, the Relevant Issuer will discharge its payment obligations under the Securities by making payments to the common depositary for Euroclear and Clearstream, Luxembourg or to CDP, as the case may be, for distribution to their account holders. A holder of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Securities. The Relevant Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities or Global Certificates.

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

The Trustee has a limited ability to monitor the books of accounts of the Issuers and the Guarantor

Pursuant to Clause 15.2 of the Trust Deed, the Issuers and the Guarantor have each undertaken to keep proper books of accounts. The Trustee's right to access such books of accounts is limited to circumstances where an Event of Default (as set out in Note Condition 10) or an Enforcement Event (as set out in Perpetual Security Condition 9) has occurred or where the Trustee has been notified that such an event is believed to have occurred. The Trustee may therefore not be in a position to access such information, which may affect its ability to take certain actions under the Trust Deed, including coming to a determination as to whether or not any of circumstances set out in Note Condition 10 and/or Perpetual Security Condition 9 have occurred.

The Trustee may request Securityholders to provide an indemnity and/or security and/or prefunding to its satisfaction

In certain circumstances (pursuant to Note Condition 11 or Perpetual Security Condition 9(d), as the case may be), the Trustee may (at its sole discretion) request Securityholders to provide an indemnity and/or security and/or prefunding to its satisfaction before it takes actions on behalf of Securityholders. The Trustee shall not be obliged to take any such actions if not indemnified and/or secured and/or prefunded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take actions, notwithstanding the provision of an indemnity or security or prefunding to it, in breach of the terms of the Trust Deed and in circumstances where 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 Securityholders to take such actions directly.

The Securities may not be a suitable investment for all investors

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

- have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities 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;

- understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and

- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

RISKS RELATING TO THE NOTES

The Notes are subject to a put option in the event of delisting of the Units

Should the Units cease to be traded on the SGX-ST or trading in the Units is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Relevant Issuer will, at the option of the Noteholders, redeem such Notes at their redemption amount together with interest accrued to the date fixed for redemption. In that event, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate.

The Notes may be subject to optional redemption by the Relevant Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Relevant Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Variable Rate Notes may have a multiplier or other leverage factor

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

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

Singapore Taxation Risk

The Notes to be issued from time to time under the Programme, during the period from the date of this Information Memorandum to 31 December 2023 are, pursuant to the ITA and the MAS Circular FSD Cir 11/2018 entitled "Extension of Tax Concessions for Promoting the Debt Market" issued by MAS on 31 May 2018, intended to be "qualifying debt securities" for the purposes of the ITA, subject to the fulfillment of certain conditions more particularly described in the section "Singapore Taxation". However, there is no assurance that such Notes will continue to enjoy the tax concessions for qualifying debt securities should the relevant tax laws or MAS circulars be amended or revoked at any time.

RISKS RELATING TO THE PERPETUAL SECURITIES

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

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

If specified in the relevant Pricing Supplement, Perpetual Securityholders may not receive Distribution payments if the Relevant Issuer elects to not to pay all or a part of a Distribution under the Perpetual Security Conditions

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

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

The Perpetual Securities are perpetual securities and have no fixed final redemption date. If specified in the relevant Pricing Supplement, the Relevant Issuer may, on giving irrevocable notice to the Securityholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. In addition, if specified on the relevant Pricing Supplement, the Relevant Issuer may, at its option, redeem the Securities in whole, but not in part, on any Distribution Payment Date, or any time after such Distribution Payment Date, upon the occurrence of certain other events. See *"Terms and Conditions of the Perpetual Securities — Redemption and Purchase"*.

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

There are limited remedies for default under the Perpetual Securities, the Guarantee of the Senior Perpetual Securities and the Guarantee of the Subordinated Perpetual Securities

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

The Subordinated Perpetual Securities and the Subordinated Guarantee of the Subordinated Perpetual Securities are subordinated obligations

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

In addition, 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 Issuers and the Guarantor without the consent of the Noteholders), there is no restriction on the amount of unsubordinated securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of Subordinated Perpetual Securities on a Winding-Up of MCTTCPL and/or MCT and/or may increase the likelihood of a non-payment of distribution under the Subordinated Perpetual Securities.

Tax treatment of the Perpetual Securities is unclear

It is not clear whether any particular tranche of the Perpetual Securities (the "**Relevant Tranche of the Perpetual Securities**") will be regarded as debt securities by the Inland Revenue Authority of Singapore ("**IRAS**") for the purposes of the ITA and whether the tax exemptions or tax concessions available for qualifying debt securities under the qualifying debt securities scheme (as set out in "Singapore Taxation") would apply to the Relevant Tranche of the Perpetual Securities.

If the Relevant Tranche of the Perpetual Securities is not regarded as debt securities for the purposes of the ITA and Perpetual Securityholders thereof are not eligible for the tax exemptions or tax concessions under the qualifying debt securities scheme, the tax treatment to Perpetual Securityholders may differ.

Where the Issuer is the MCT Trustee, in the event that the IRAS does not regard the Relevant Tranche of Perpetual Securities issued by the MCT Trustee as debt securities for Singapore income tax purposes, the distributions in respect of the Relevant Tranche of Perpetual Securities (including Optional Distributions and Arrears of Distribution) may be subject to Singapore income tax in the same manner as distributions on ordinary units of MCT, and the MCT Trustee may be obliged (in certain circumstances) to withhold tax at the rate of 10.0% or 17.0% under Section 45G of the ITA on such payments. In that event, the MCT Trustee will not pay any additional amounts in respect of any such withholding or deduction from such payments in respect of the Relevant Tranche of Perpetual Securities for or on account of any such taxes or duties. Perpetual Securityholders are thus advised to consult their own professional advisers regarding the tax treatment of payments made to them under the Relevant Tranche of the Perpetual Securities (including, without limitation, the Distributions, Optional Distributions, Arrears of Distribution and Additional Distribution Amounts), including the risk of such payments being subject to Singapore withholding tax.

For further details of the tax treatment of the Perpetual Securities, please see the section on "Singapore Taxation" herein.

MAPLETREE COMMERCIAL TRUST

1. HISTORY AND BACKGROUND

Mapletree Commercial Trust ("**MCT**") is a Singapore-focused real estate investment trust ("**REIT**") established with the principal investment objective of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate used primarily for office and/or retail purposes, whether wholly or partially, as well as real estate-related assets.

MCT, also previously known as "VivoCity Trust", was constituted as a private trust on 25 August 2005 under the MCT Trust Deed which was originally entered into between MIPL (as the manager of the private trust) and VivoCity Pte. Ltd. (as the trustee of the private trust). The MCT Trust Deed was amended by a supplemental deed dated 25 April 2006.

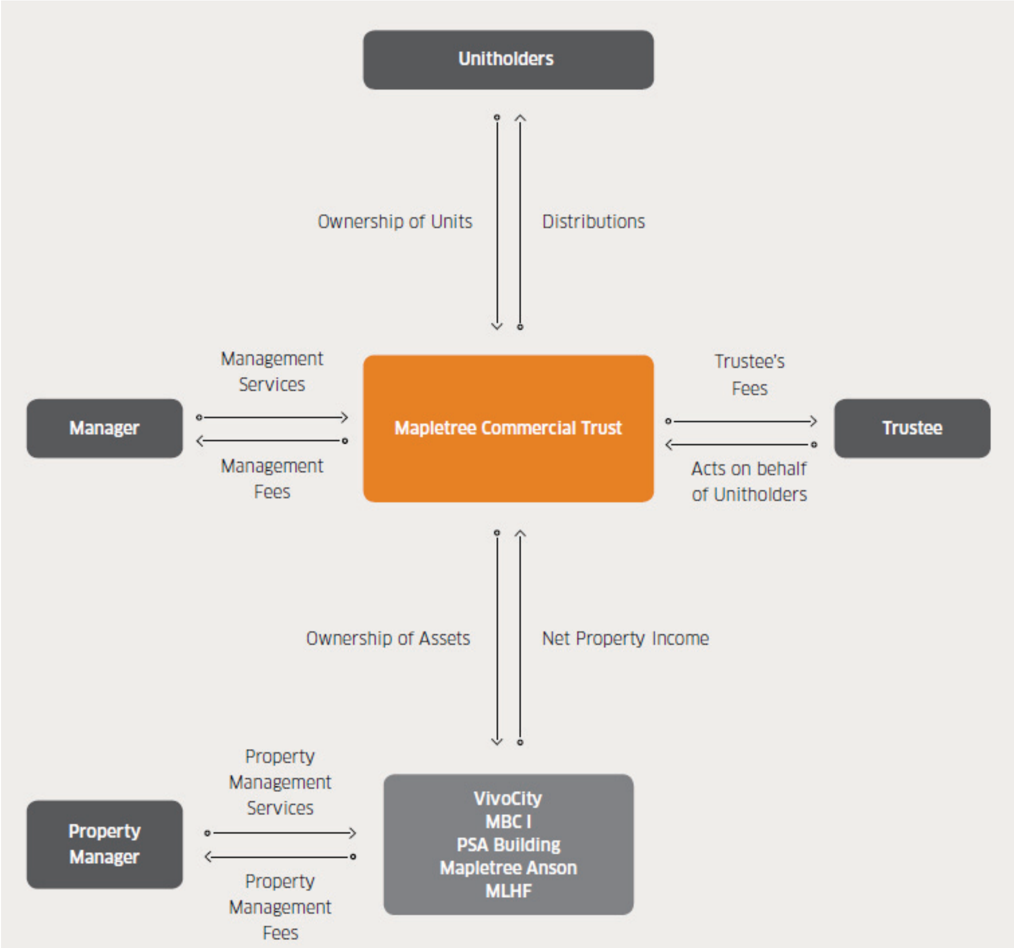
The MCT Manager replaced MIPL as manager of MCT on 4 April 2011 and the MCT Trustee replaced VivoCity Pte. Ltd. as trustee of MCT on 4 April 2011. The MCT Trust Deed was amended by (i) a supplemental deed of change of name of the trust dated 4 April 2011, (ii) a supplemental deed of appointment and retirement of manager dated 4 April 2011, (iii) supplemental deed of appointment and retirement of trustee dated 4 April 2011, (iv) an amending and restating deed dated 4 April 2011, (v) a second amending and restating deed dated 28 June 2016, and (vi) a fifth supplemental deed dated 25 May 2018 to comply with the requirements of, among others, the MAS and the SGX-ST for a listed REIT. MCT was listed on the SGX-ST on 27 April 2011.

2. STRUCTURE OF MCT

Mapletree Commercial Trust Management Ltd. is the manager of MCT. The MCT Manager has general powers of management over the assets of MCT. The MCT Manager's main responsibility is to manage MCT's assets and liabilities for the benefit of Unitholders. The MCT Manager will set the strategic direction of MCT and give recommendations to the MCT Trustee on the acquisition, divestment, development and/or enhancement of the assets of MCT in accordance with its stated investment strategy. The MCT Manager is a wholly-owned subsidiary of the Sponsor.

Mapletree Commercial Property Management Pte. Ltd. is the property manager of MCT. The MCT Property Manager is responsible for providing property management, lease management, project management, marketing and administration of property tax services for the properties in MCT's portfolio. The MCT Property Manager is a wholly-owned subsidiary of the Sponsor.

The following diagram illustrates the relationship between MCT, the MCT Manager, the MCT Property Manager, the MCT Trustee and the Unitholders.



(A) THE SPONSOR

The Sponsor of MCT is Mapletree Investments Pte Ltd ("**MIPL**"). MIPL is a leading real estate development, investment, capital and property management company headquartered in Singapore. Its strategic focus is to invest in markets and real estate sectors with good growth potential. By combining its key strengths, MIPL has established a track record of award-winning projects, and delivers consistent and high returns across real estate asset classes.

The Mapletree Group currently manages four Singapore-listed real estate investment trusts ("**REITs**") and six private equity real estate funds, which hold a diverse portfolio of assets in Asia Pacific, the United Kingdom ("**UK**") and the United States ("**US**").

As at 31 March 2018, The Mapletree Group owns and manages S$46.3 billion of office, retail, logistics, industrial, residential, corporate housing / serviced apartment, and student accommodation properties.

The Mapletree Group's assets are located across 12 economies globally, namely Singapore, Australia, China, Germany, Hong Kong SAR, India, Japan, Malaysia, South Korea, the UK, the US and Vietnam. To support its global operations, the Mapletree Group has established an extensive network of offices in these countries.

As at the Latest Practicable Date, MIPL holds indirectly approximately 34.03% of the Units through The HarbourFront Pte Ltd ("**HFPL**", which directly holds 4.46% of the Units), HarbourFront Eight Pte Ltd ("**HF8**", which holds 11.39% of the Units), HarbourFront Place Pte. Ltd. ("**HPPL**", which holds 14.32% of the Units), Sienna Pte. Ltd. ("**SPL**", which holds 1.53% of the Units), and the MCT Manager (which holds 2.33% of the Units). MIPL is the holding company of HFPL, SPL and the MCT Manager, while HFPL is the holding company of HF8 and HPPL.

The Sponsor's Capabilities

Capital Management

With its proven expertise in real estate financing including originating, structuring and growing public and private real estate funds, the Mapletree Group is focused on building new streams of recurrent fee income through real estate-related capital management services to deliver consistently high returns to its investors.

Real Estate Development and Management Expertise

The Mapletree Group has the expertise and experience in developing and managing properties across a wide range of asset classes globally, including award-winning and environmentally sustainable developments.

Rejuvenate Integrated Mixed-Use Developments

The Mapletree Group creates value in properties by master-planning, developing and rejuvenating integrated mixed-use developments in Singapore and other parts of the world, including Australia, China, Germany, Hong Kong SAR, India, Japan, Malaysia, South Korea, the UK, the US and Vietnam, to develop vibrant hubs in which to work, live and play, and in the process enhancing the value of real estate.

Alliance with Strategic Partners

The Mapletree Group has forged alliances with several key strategic partners, including Itochu Corporation, a Japanese industrial conglomerate, and the CIMB Group, a Malaysian banking group.

(B) THE MCT TRUSTEE – DBS TRUSTEE LIMITED

The trustee of MCT is DBS Trustee Limited. The MCT Trustee is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act, Chapter 336 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under the SFA. As at the Latest Practicable Date, the MCT Trustee has a paid-up capital of S$2.5 million. The MCT Trustee has a place of business in Singapore at 12 Marina Boulevard, Level 44, DBS Asia Central @Marina Bay Financial Centre Tower 3, Singapore 018982.

The MCT Trustee is independent of the MCT Manager.

Powers, Duties and Obligations of the MCT Trustee

The MCT Trustee's powers, duties and obligations are set out in the MCT Trust Deed. The powers and duties of the MCT Trustee include:

- acting as trustee of MCT 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 MCT with a related party of the MCT Manager or MCT are conducted on normal commercial terms, are not prejudicial to the interests of MCT 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 MCT on trust for the benefit of the Unitholders in accordance with the MCT Trust Deed; and

- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of MCT.

The MCT Trustee has covenanted in the MCT Trust Deed that it will exercise all due care, diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unitholders.

In the exercise of its powers, the MCT Trustee may (on the recommendation of the MCT Manager) and subject to the provisions of the MCT Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

The MCT Trustee may, subject to the provisions of the MCT Trust Deed, appoint and engage:

- a person or entity to exercise any of its powers or perform its obligations; and
- any real estate agents or managers, including a related party of the MCT Manager, in relation to the management, development, leasing, purchase or sale of any of real estate assets and real estate-related assets.

Subject to the MCT Trust Deed and the Property Funds Appendix, the MCT Manager may direct the MCT Trustee to borrow or raise money or obtain other financial accommodation for the purposes of MCT, both on a secured and unsecured basis.

The MCT Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the MCT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Take-over Code, any tax ruling and all other relevant laws. It must retain MCT's assets, or cause MCT's assets to be retained, in safe custody and cause MCT's accounts to be audited. It can appoint valuers to value the real estate assets and real estate-related assets of MCT.

The MCT Trustee is not personally liable to a Unitholder in connection with the office of the MCT Trustee except in respect of its own fraud, gross negligence, wilful default, breach of the MCT Trust Deed or breach of trust. Any liability of, or indemnity, covenant, undertaking, representation and/ or warranty given or to be given by, the MCT Trustee shall be limited to the assets of MCT over which the MCT Trustee has recourse, provided that the MCT Trustee has acted without fraud, gross negligence, wilful default or breach of the MCT Trust Deed. The MCT Trust Deed contains certain indemnities in favour of the MCT Trustee under which it will be indemnified out of the assets of MCT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Retirement and Replacement of the MCT Trustee

The MCT Trustee may retire or be replaced under the following circumstances:

- The MCT 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 MCT Trust Deed).
- The MCT Trustee may be removed by notice in writing to the MCT Trustee by the MCT Manager:
  - if the MCT Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the MCT Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the MCT Trustee;
  - if the MCT Trustee ceases to carry on business;
  - if the MCT Trustee fails or neglects after reasonable notice from the MCT Manager to carry out or satisfy any material obligation imposed on the MCT Trustee by the MCT Trust Deed;

- if an Extraordinary Resolution is passed at a Unitholders' meeting duly convened and held in accordance with the provisions of the MCT Trust Deed, and of which not less than 21 days' notice has been given to the MCT Trustee and the MCT Manager, shall so decide; or

- if the MAS directs that the MCT Trustee be removed.

(C) THE MCT MANAGER – MAPLETREE COMMERCIAL TRUST MANAGEMENT LTD.

The MCT Manager, Mapletree Commercial Trust Management Ltd., was incorporated in Singapore under the Companies Act on 18 May 2007. It has a paid-up capital of S$1,000,000. Its registered office is located at 10 Pasir Panjang Road, #13-01 Mapletree Business City, Singapore 117438. The MCT Manager is a wholly-owned subsidiary of Mapletree Capital Management Pte. Ltd., which in turn is a wholly-owned subsidiary of the Sponsor.

Roles and Responsibilities of the MCT Manager

The MCT Manager has general powers of management over the assets of MCT. The MCT Manager's main responsibility is to manage MCT's assets and liabilities for the benefit of Unitholders.

The MCT Manager will set the strategic direction of MCT and give recommendations to the MCT Trustee on the acquisition, divestment and/or enhancement of assets of MCT in accordance with its stated investment strategy.

The MCT Manager has covenanted in the MCT Trust Deed to use its best endeavours to:

- carry on and conduct its business in a proper and efficient manner;
- ensure that MCT's operations are carried on and conducted in a proper and efficient manner; and
- conduct all transactions with or for MCT on an arm's length basis and on normal commercial terms.

Furthermore, the MCT Manager will prepare property plans on a regular basis, which may include proposals and forecast 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 purpose of these plans is to explain the performance of MCT's properties.

The MCT Manager will also be responsible for ensuring compliance with the applicable provisions of the SFA and all other relevant legislation, the Listing Manual, the Take-over Code, the CIS Code (including the Property Funds Appendix), the Trust Deed, the CMS Licence, any tax ruling and all relevant contracts. The MCT Manager will be responsible for all regular communications with Unitholders.

The MCT Manager may require the MCT Trustee to borrow on behalf of MCT (upon such terms and conditions as the MCT Manager deems fit, including the charging or mortgaging of all or any part of the MCT Deposited Property) whenever the MCT Manager considers, among others, that such borrowings are necessary or desirable in order to enable MCT to meet any liabilities or to finance the acquisition of any property. However, the MCT Manager must not direct the MCT Trustee to incur a borrowing if to do so would mean that MCT's total borrowings and deferred payments will exceed the limit stipulated by the MAS based on the value of MCT's Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).

In the absence of fraud, gross negligence, wilful default or breach of the MCT Trust Deed by the MCT Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the MCT Trust Deed. In addition, the MCT Manager shall be entitled, for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as MCT Manager, to have recourse to MCT's Deposited Property or any part thereof save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of the MCT Trust Deed by the MCT Manager.

The MCT Manager may, in managing MCT and in carrying out and performing its duties and obligations under the MCT Trust Deed, with the written consent of the MCT 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 MCT Trust Deed, provided always that the MCT Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

Retirement or Removal of the MCT Manager

The MCT Manager shall have the power to retire in favour of a corporation approved by the MCT Trustee to act as the manager of MCT.

The MCT Trustee may remove the MCT Manager by notice given in writing and appoint a new manager of MCT if:

- the MCT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the MCT Trustee) or a receiver is appointed over its assets or if a judicial manager is appointed in respect of the MCT Manager;

- the MCT Manager ceases to carry on business;

- the MCT Manager fails or neglects after reasonable notice from the MCT Trustee to carry out or satisfy any material obligation imposed on the MCT Manager by the MCT Trust Deed;

- if 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 MCT Trust Deed, with no Unitholder (including the MCT Manager and its Interested Parties) being disenfranchised, vote to remove the MCT Manager;

- for good and sufficient reason, the MCT Trustee is of the opinion, and so states in writing, that a change of the MCT Manager is desirable in the interests of the Unitholders; or

- the MAS directs the MCT Trustee to remove the MCT Manager.

Where the MCT Manager is removed on the basis that a change of the MCT Manager is desirable in the interests of the Unitholders, the MCT Manager has a right under the MCT Trust Deed to refer the matter to arbitration. Any decision made pursuant to such arbitration proceedings is binding upon the MCT Manager, the MCT Trustee and all Unitholders.

Manager's Management Fees

The management fees payable to the MCT Manager have a performance-based element which is designed to align the interest of the MCT Manager with those of the Unitholders, through incentivising the MCT Manager to grow revenues and minimise operating costs. Under the MCT Trust Deed, the MCT Manager is entitled to receive a base fee of 0.25% per annum of the value of MCT's Deposited Property (the "**Base Fee**"), as well as a performance fee of 4.0% per annum of the net property income ("**NPI**") of MCT in the relevant financial year ("**Performance Fee**"). The MCT Trust Deed allows the Base Fee and the Performance Fee to be paid in cash and/or Units.

Board of Directors

The name, position and business experience of each of the Directors of the MCT Manager are set out below:

Name	Position
Mr Tsang Yam Pui	Non-Executive Chairman and Director
Ms Kwa Kim Li	Lead Independent Non-Executive Director, Chairperson of the Nominating and Remuneration Committee
Mrs Jennifer Loh	Independent Non-Executive Director, Chairperson of the Audit and Risk Committee
Mr Kan Shik Lum	Independent Non-Executive Director, Member of the Nominating and Remuneration Committee
Mr Koh Cheng Chua	Independent Non-Executive Director, Member of the Audit and Risk Committee
Mr Premod P. Thomas	Independent Non-Executive Director, Member of the Audit and Risk Committee
Mr Hiew Yoon Khong	Non-Executive Director, Member of the Nominating and Remuneration Committee
Mr Wong Mun Hoong	Non-Executive Director
Ms Amy Ng Lee Hoon	Non-Executive Director
Ms Lim Hwee Li Sharon	Executive Director and Chief Executive Officer

Mr Tsang Yam Pui is the Non-Executive Chairman and Director of the MCT Manager.

Mr Tsang is also a Non-Executive Director and a Member of the Audit and Risk Committee of the Sponsor.

Mr Tsang is concurrently the Chief Executive Officer and Executive Director of NWS Holdings Ltd, a leading infrastructure and services company listed on the Hong Kong Stock Exchange. He is also the Vice Chairman and Director of New World First Bus Services Limited, New World First Bus Services (China) Limited, New World First Ferry Services Limited and Citybus Limited. In addition, Mr Tsang is a Director of GHK Hospital Limited, a Non-Executive Director of Wai Kee Holdings Ltd., an Alternate Director of Goshawk Aviation Limited and a Director of Bauhinia Aviation Capital Limited.

Prior to Mr Tsang's appointment with NWS Holdings Ltd, he was the Commissioner of the Hong Kong Police Force and he was awarded the Gold Bauhinia Star (Hong Kong SAR), the Order of the British Empire, the Queen's Police Medal and the Colonial Police Medal for Meritorious Service for his distinguished public service.

Ms Kwa Kim Li is the Lead Independent Non-Executive Director and Chairperson of the Nominating and Remuneration Committee of the MCT Manager.

Ms Kwa is concurrently the Managing Partner of the law firm, Lee & Lee, Advocates and Solicitors. Ms Kwa has been in active legal practice for over 30 years, and her areas of practice include real estate, banking, family trusts and cross border transactions.

In Singapore, she sits on the boards of National University Health System Pte Ltd, Jurong Town Corporation and HSBC Bank (Singapore) Limited. She is a Trustee of the Singapore Cardiac Society and Honorary Advisor to the Real Estate Developers' Association of Singapore. Abroad in the United Kingdom, she sits on the boards of Corus Hotel Ltd and Laura Ashley Hotels Group.

Ms Kwa holds a Bachelor of Laws degree from the National University of Singapore.

Mrs Jennifer Loh is an Independent Non-Executive Director and Chairperson of the Audit and Risk Committee of the MCT Manager.

Mrs Loh previously worked with the CapitaLand group from 1991 until she retired from full-time employment in 2007. Within the group, she had worked in different capacities in financial and general management, including serving as the Chief Financial Officer, Head of Group Tax, Corporate Services, and overseeing their investment in Australia. Mrs Loh also sat on the boards of subsidiaries, associates and joint venture companies of the CapitaLand group, including companies listed on the stock exchanges in Singapore, Malaysia and Australia.

Mrs Loh had served as a member of the Accounting Standards Committee of the Institute of Singapore Chartered Accountants.

Mrs Loh holds a Bachelor of Accountancy degree from the University of Singapore and qualified as a Chartered Accountant in Australia.

Mr Kan Shik Lum is an Independent Non-Executive Director and a Member of the Nominating and Remuneration Committee of the MCT Manager.

Mr Kan is also a member of the Mapletree Corporate Social Responsibility Board Committee.

Mr Kan worked with DBS Bank Ltd for over 33 years before he retired in 2015. He was the Managing Director, Capital Markets where he oversaw the equity fund raising in primary and secondary markets. He also helped to build up the DBS Bank's capital markets franchise in Singapore and Hong Kong.

Mr Kan is currently an Independent Director of Azalea Asset Management Pte. Ltd. and its subsidiaries, Astrea III Pte. Ltd. and Astrea IV Pte. Ltd., all of which are involved in the investment into non-commercial real estate private equity funds.

Mr Kan holds a Bachelor of Arts Honours (Magna Cum Laude) degree in Economics from McMaster University, Canada and a Master of Arts degree in Economics from the Queen's University at Kingston, Canada.

Mr Koh Cheng Chua is an Independent Non-Executive Director and a Member of the Audit and Risk Committee of the MCT Manager.

Mr. Koh is concurrently the Managing Director & Head of Group Credit – Commercial Credit in United Overseas Bank Limited ("**UOB**") where he oversees credit approval and risk management of mid-cap corporates and small to medium-sized enterprises in Singapore and the region. Prior to this role, Mr. Koh was Head of UOB's corporate banking business in Singapore. Before joining UOB in 2013, Mr. Koh was with DBS Bank Ltd for over 25 years during which he held various senior management positions. He has more than 30 years of experience in corporate and investment banking and private equity.

In addition, Mr. Koh is a member of the Advisory Committee of the School of Business Management in Nanyang Polytechnic and an Alternate Non-Executive Director of Orix Leasing Singapore Limited.

Mr. Koh holds a Bachelor of Business Administration degree from the National University of Singapore. He also attended the International Management Programme at INSEAD Business School.

Mr Premod P. Thomas is an Independent Non-Executive Director and a Member of the Audit and Risk Committee of the MCT Manager.

Mr Thomas is concurrently the Head of Corporate Strategy at Clifford Capital Pte Ltd, a Singapore-based specialist project and asset backed finance company. Mr Thomas is also the Founder and Chief Executive Officer of Capital Insights Pte. Ltd., an investment holding company which focuses on private investments and strategy consulting. Prior to this, he held various appointments in Bank of America, Standard Chartered Bank, Temasek Holdings (Private) Limited and the Hong Leong Group in Malaysia.

He is a member of the Singapore Institute of Directors and serves as an Independent Director and Chairman of the Risk Oversight Committee of Fullerton India Credit Company Ltd and Independent Director of Gemstone Assets Holdings Pte. Ltd.. He is also an Independent Chairman of the Investment Committee of Mapletree Global Student Accommodation Private Trust, a private trust constituted in Singapore, to invest in student accommodation in the USA and UK.

Mr Thomas holds a Masters in Business Administration degree from the Indian Institute of Management, Ahmedabad and a Bachelor of Commerce degree from Loyola College, Chennai.

Mr Hiew Yoon Khong is a Non-Executive Director and a Member of the Nominating and Remuneration Committee of the MCT Manager.

Mr Hiew is currently the Executive Director and Group Chief Executive Officer of the Sponsor. He is also a Non-Executive Director of Mapletree Logistics Trust Management Ltd. (the manager of Mapletree Logistics Trust), Mapletree Industrial Trust Management Ltd. (the manager of Mapletree Industrial Trust) and Mapletree North Asia Commercial Trust Management Ltd.[1] (the manager of Mapletree North Asia Commercial Trust[2]).

Mr Hiew joined the Sponsor in 2003 as Group Chief Executive Officer. He has since led the Mapletree Group from a Singapore-centric real estate company worth S$2.3 billion to a global company with total assets of more than S$46 billion.

From 2003 to 2011, Mr Hiew was concurrently Senior Managing Director (Special Projects) in Temasek Holdings (Private) Limited. His past directorships include serving as a member on the Board of Trustees of the National University of Singapore.

Mr Hiew holds a Master of Arts degree in Economics from the University of Warwick, and a Bachelor of Arts degree in Economics from the University of Portsmouth.

Mr Wong Mun Hoong is a Non-Executive Director of the MCT Manager.

Mr Wong is currently the Group Chief Financial Officer of the Sponsor. He oversees the Finance, Tax, Treasury, Private Funds Management, Risk Management and Information Systems & Technology functions of the Sponsor group. In addition, he is a Non-Executive Director of Mapletree Logistic Trust Management Ltd. (the manager of Mapletree Logistic Trust), Mapletree Industrial Trust Management Ltd. (the manager of Mapletree Industrial Trust) and CapitaLand Township Development Fund Pte. Ltd.

Before joining the Sponsor in 2006, Mr Wong had over 14 years of investment banking experience in Asia, of which the last 10 years were with Merrill Lynch & Co.

Mr Wong holds a Bachelor of Accountancy (Honours) degree from the National University of Singapore and the professional designation of Chartered Financial Analyst from the CFA Institute of the United States. He also attended the Advanced Management Programme at INSEAD Business School.

1 Formerly known as Mapletree Greater China Commercial Trust Management Ltd.

2 Formerly known as Mapletree Greater China Commercial Trust

Ms Amy Ng Lee Hoon is a Non-Executive Director of the MCT Manager.

Ms Ng is currently the Regional Chief Executive Officer, Group Retail and Singapore Commercial of the Sponsor. She oversees the Sponsor's non-real estate investment trust retail business in Singapore, China, Malaysia and Vietnam.

Ms Ng was appointed the Chief Executive Officer and Executive Director of the MCT Manager from its initial public offering in 2011 to 2015. Before the listing of MCT, Ms Ng was the Chief Executive Officer of the Sponsor's Singapore Investments Unit. She was responsible for the Sponsor's commercial portfolio in Singapore where she also headed the Sponsor's Marketing, Property Management and Development Management departments in Singapore. Prior to joining the Sponsor, Ms Ng held various appointments in the CapitaLand group of companies.

Ms Ng holds a Bachelor of Arts degree from the National University of Singapore and a Master of Business Administration degree from the University of Surrey, UK. She also attended the Executive Development Programme at Wharton Business School.

Ms Lim Hwee Li Sharon is both the Executive Director and Chief Executive Officer of the MCT Manager.

Ms Lim is also a Director of Mapletree Commercial Trust Treasury Company Pte. Ltd., a subsidiary of Mapletree Commercial Trust.

Ms Lim joined the MCT Manager as the Chief Operating Officer in 2015. Prior to joining the MCT Manager, Ms Lim held various appointments in the CapitaLand group. Ms Lim was the Executive Director and Chief Executive Officer of CapitaMalls Malaysia REIT Management Sdn Bhd, the manager of CapitaMalls Malaysia Trust, which is listed on Bursa Malaysia. Prior to that, she was responsible for CapitaMall Asia's retail platform in Malaysia as Country Head, Malaysia of CapitaMall Trust Management Limited.

Ms Lim holds a Master of Business Administration degree from Murdoch University, Australia and a Bachelor of Business degree from the RMIT University, Australia.

Management Team

Ms Lim Hwee Li Sharon is both the Executive Director and Chief Executive Officer of the MCT Manager. Details of her working experience are set out in the section "The MCT Manager – Mapletree Commercial Trust Management Ltd. – Board of Directors".

Ms Tan Bee Lian Janica is the Chief Financial Officer of the MCT Manager.

As the Chief Financial Officer of the MCT Manager, Ms Janica Tan is responsible for the overall financial management functions for MCT, overseeing matters involving capital management, treasury, accounting, financial reporting and control, tax and risk management. She is also a Director of MCTTCPL, a subsidiary of MCT.

Prior to joining the MCT Manager, she was the Chief Financial Officer of OUE Commercial REIT Management Pte. Ltd. since its listing in 2014. Before that, she was the Senior Vice President of OUE Limited.

Ms Tan holds an ACCA professional qualification. She is also a non-practising member of the Institute of Singapore Chartered Accountants.

Mr Koh Wee Leong is the Head of Investments and Asset Management of the MCT Manager.

Mr Koh Wee Leong oversees the asset management and investment activities for the MCT Manager. This includes formulating business plans, supervising the operations of MCT's properties, implementing MCT's property-related strategies, as well as identifying, researching and evaluating potential acquisition and divestments.

Prior to his current appointment, Mr Koh was Director, Investor Relations of the MCT Manager.

Before joining the MCT Manager, Mr Koh was with the CapitaLand group. From 2007 to 2011, he held various positions at CapitaLand Financial Limited and CapitaValue Homes Limited. His responsibilities included evaluating and executing investments in real estate and financial products in various countries as well as structuring, marketing and managing private equity real estate funds.

From 2005 to 2007, he was with KPMG where he carried out projects in business advisory and corporate finance. He started his career in the Singapore Economic Development Board in 2002.

He holds a Bachelor of Engineering from the National University of Singapore and a Master of Science from the Nanyang Technological University.

(D) THE MCT PROPERTY MANAGER – MAPLETREE COMMERCIAL PROPERTY MANAGEMENT PTE. LTD.

Mapletree Commercial Property Management Pte. Ltd. has been appointed as property manager of the Properties. The MCT Property Manager is a wholly-owned subsidiary of the Sponsor, and was incorporated in Singapore under the Companies Act on 18 May 2007. Its registered office is located at 10 Pasir Panjang Road, #13-01 Mapletree Business City, Singapore 117438.

Services provided by the MCT Property Manager

The services provided by the MCT Property Manager for each property under its management include the following:

- property management services, recommending third party contracts for provision of property maintenance services, supervising the performance of contractors and ensuring compliance with building and safety regulations;
- lease management services, including co-ordinating tenants' fitting-out requirements, administration of rental collection, management of rental arrears, and administration of all property tax matters, arranging for adequate insurances;
- marketing and marketing co-ordination services, including managing public relations, initiating lease renewals and negotiation of terms, as well as managing advertising and promotional events and other activities for the properties; and
- project management services in relation to the development or redevelopment (unless otherwise prohibited by the Property Funds Appendix or any other laws or regulations), the refurbishment, retrofitting and renovation works to a property, including recommendation of project budget and project consultants, and supervision and implementation of the project.

Termination

The MCT Trustee or the MCT Manager may terminate the appointment of the MCT Property Manager in relation to all the properties of MCT under the management of the MCT Property Manager on the occurrence of certain specified events, which include (i) the liquidation or cessation of business of the MCT Property Manager, (ii) the failure of the MCT Property Manager to act in the best interests of MCT and (iii) in relation to a property of MCT, the failure of the MCT Property Manager to exercise the standard of care, skill, prudence and diligence (under the circumstances then prevailing) that a reputable property manager in Singapore providing similar services would use in providing management services for comparable buildings with substantially the same usage(s) as such property. However, in respect of the foregoing events (ii) or (iii), the appointment of the MCT Property Manager may only be terminated if it fails to remedy such breach within 90 days of receipt of written notice of the breach or if such breach is incapable of remedy.

The MCT Trustee or the MCT Manager may also terminate the appointment of the MCT Property Manager specifically in relation to a property under its management in the event of the sale of such property, but the MCT Property Management Agreement will continue to apply with respect to the remaining properties managed by the MCT Property Manager under the terms of the Property Management Agreement.

In addition, if the MCT Property Manager or the MCT Trustee or the MCT Manager, within 90 days of receipt of written notice, fails to remedy any breach (which is capable of remedy) of its obligations in relation to a property, the Party who is not in breach may terminate the appointment of the MCT Property Manager in relation only to such property in respect of which the breach relates, upon giving 30 days' written notice to the Party in breach.

On the termination of the appointment of the MCT Property Manager, the MCT Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the affected property.

3. MCT STRATEGIES

Key Objective

The MCT Manager's key financial objectives are to provide Unitholders with a relatively attractive rate of return on their investment through regular and steady distributions and to achieve long-term stability in DPU and NAV per Unit, while maintaining an appropriate capital structure for MCT.

Key Strategies

In achieving its objectives, the MCT Manager has adopted the following strategies:

(A) VALUE CREATION THOUGH AN ACTIVE ASSET MANAGEMENT AND ENHANCEMENT

The MCT Manager's strategy for organic growth is to actively manage the Properties and foster strong understanding and relationships with tenants, as well as by providing value-added property-related services. Through such active asset management, the MCT Manager seeks to maintain high occupancy levels and stable rental income. The MCT Manager also seeks to improve efficiency and manage costs through various aspects of its operations.

The MCT Manager aims to improve the performance of the properties through the following measures:

Improving rentals while maintaining high occupancy rates and sustainable occupancy costs

While the Properties continue to enjoy high occupancy levels, the MCT Manager will work with the MCT Property Manager to actively manage lease renewals and new leases to maintain high occupancy rates and minimise vacancy periods, through:

- managing lease structures to achieve optimal mix for stability of MCT's portfolio of properties;
- increasing the overall marketability and profile of MCT's portfolio of properties to increase the prospective tenant base;
- identifying new tenants to pursue an optimal tenant mix;
- improving the diversity of the tenant base so as not to overly expose revenue to more cyclical businesses in order to maintain stable cash flows;
- actively monitoring the health of tenants, including but not limited to the sales of retail tenants;
- actively marketing current and impending vacancies to minimise vacant periods;
- advancing renewal negotiations with tenants whose tenancies are approaching expiry;
- identifying and rectifying expiring leases which are below market rentals;
- actively monitoring rental arrears to minimise defaults by tenants and other aspects of tenant performance; and

- identifying areas for converting sub-optimal or lower yielding spaces into higher yielding spaces including working with the MCT Property Manager to conduct asset enhancement works to suit prospective tenants' needs and thereby improving the marketability of such spaces.

Optimising the tenant mix for retail portfolio

The MCT Manager shall work closely with the MCT Property Manager to enhance tenant mix and strengthen VivoCity's positioning as a premier multi-dimensional family, tourist and lifestyle destination. Besides capitalising on the mall size and its strong shopper catchment from its immediate office and residential vicinity, initiatives are also undertaken continuously to strengthen VivoCity's competitive positioning.

VivoCity's retail mix is constantly being refreshed to enhance the retail experience for shoppers. The MCT Manager, together with the MCT Property Manager, actively engages shoppers to understand their retail and lifestyle needs and tailors the mall's tenant mix to appeal to the aspirations and convenience of its shoppers.

The MCT Manager believes that VivoCity will continue to be Singapore's retail destination of choice by providing a one-stop shop with:

- a diverse group of anchor tenants consisting of large concept stores and appealing specialty retailers;

- a well-balanced mix of retailers, including new-to-market brands and retailers with refreshing merchandising concepts;

- a wide variety of food and beverage offerings and unique dining concepts especially along the 300-metre long waterfront;

- attractive entertainment and experiential offerings catering to targeted market segments such as families with children;

- better amenities and services for the convenience of shoppers; and

- ample carpark space.

Implementing innovative marketing concepts to improve shopper traffic and tenant sales at VivoCity

In order to maintain the leadership position of VivoCity in the fast-changing retail landscape of Singapore, the MCT Manager intends to continue with innovative marketing campaigns to build customer loyalty and maintain high shopper traffic. Such marketing concepts include, but are not limited to:

- VivoCity loyalty programmes which incentivise shoppers with higher spending;

- car park redemption scheme which allows shoppers to convert their spending dollars into points to redeem parking fees;

- exclusive membership programmes such as the VivoCity Kids Club to target families with young children;

- tourists promotion programmes, including the VivoCity Tourist Kit featuring shopping privileges such as exclusive discounts and special deals for tourists; and

- unique and large scale promotional activities to improve shopper traffic and shopper expenditure.

Maximising ancillary income from common and ancillary area

The MCT Manager will work closely with the MCT Property Manager to improve income generated from the common and ancillary area by optimising usable space for events while allowing defined rental areas for more kiosks to be introduced in the common and ancillary area, as well as optimising non-usable space for advertising.

Attracting new office tenants and exploring expansion needs of existing office tenants in the Precincts

The MCT Manager intends to take advantage of the Precincts' appeal to companies seeking to establish offices close to the CBD that have good transportation connectivity and supporting amenities. The proximity of MCT's assets to MRT stations served by amenities offering a comprehensive range of retail, conveniences and service offerings underpin the strength of MCT's office portfolio. The assets are ideal as high quality offices that offer prospective tenants alternatives to the CBD offices. The MCT Manager will work closely with the MCT Property Manager to develop and promote the Precincts and the Properties as the destination of choice for companies looking to set up offices.

Improving operational efficiency and reducing operating costs

The MCT Manager will work closely with the MCT Property Manager to reduce operating costs without compromising the quality of services. Some cost management initiatives include constant review of workflow process to boost productivity, lower operational cost and foster close partnership with service providers to control costs and potential escalation. By reducing operating expenses, the MCT Manager aims to further increase NPI.

(B) ACQUISITION GROWTH STRATEGY SUPPORTED BY ACQUISITION OPPORTUNITIES IN RESPECT OF THE ROFR PROPERTIES

The MCT Manager will:

- pursue potential asset acquisitions that will provide attractive cash flows and yields relative to MCT's weighted average cost of capital, and opportunities for future income and capital growth;

- seek acquisitions that may enhance the diversification of MCT's portfolio by location and tenant profile; and

- optimise risk-adjusted returns to the Unitholders.

The MCT Manager's acquisition growth strategy will be underpinned by:

- **Critical mass of the Properties** — The critical mass of the Properties provides sufficient diversification and scale to support future acquisitions in accordance with the strategy and investment criteria for MCT.

- **Acquisition opportunities in respect of the ROFR Properties**—To demonstrate its support for the growth of MCT, the Sponsor has granted the ROFR to MCT, subject to certain conditions, which provide MCT with access to future acquisition opportunities of income producing real estate assets located in Singapore which are used primarily for office or retail purposes, including MBC II.

Investment criteria

In evaluating acquisition opportunities for MCT, the MCT Manager will focus primarily on the following investment criteria:

- **Value accretions** — The Manager will seek to acquire properties that will add to value accretions in terms of NPI, DPU and NAV.

- **Yield thresholds** — The MCT Manager will seek to acquire properties with income yields above MCT's weighted average cost of capital, and which are expected to maintain or enhance MCT's returns to Unitholders.

- **Location** — The MCT Manager will assess acquisition opportunities from the perspective of both the broader market and the location-specific aspects. The MCT Manager will evaluate a range of location-related criteria including, but not limited to, ease of access, connectivity to major transportation hubs such as major expressways and thoroughfares, MRT stations and other public transportation networks, visibility of premises from the surrounding markets, and immediate presence and concentration of competitors.

- **Asset enhancement potential** — The MCT Manager will seek to acquire properties, especially those outside the ROFR Properties, where there is potential to add value to the properties by increasing occupancy, through selective capital expenditure and/or other asset enhancement initiatives.

- **Building and facilities specification** — The MCT Manager will endeavour to conduct thorough property due diligence and adhere strictly to the relevant quality specifications, with due consideration given to the size and age of the buildings, with respect to potential properties to be acquired by MCT. It will also ensure that the acquisition properties are in compliance with legal and zoning regulations. The properties will be assessed by independent experts relating to repairs, maintenance and capital expenditure requirements in the short to medium-term.

- **Tenant mix and occupancy characteristics** — The MCT Manager will seek to acquire properties with opportunities to increase rental and tenant retention rates relative to competing properties in their respective micro-property markets. The properties should have a healthy occupancy with established tenants of good credit standing to minimise rental delinquency and turnover. A key consideration will be the impact of an acquisition on the entire portfolio's tenant, business sector and lease expiry profile.

The MCT Manager intends to hold the properties it acquires on a long-term basis. However, where the MCT Manager considers that any property has reached a stage that offers limited scope for income contribution or growth in the future, the MCT Manager may consider selling such property and using the sales proceeds for other purposes, such as alternative investments in properties that meet its investment criteria.

(C) DEPLOYING A DISCIPLINED CAPITAL AND RISK MANAGEMENT STRATEGY

The MCT Manager will endeavour to:

- maintain a strong balance sheet;

- employ an appropriate mix of debt and equity in financing acquisitions;

- secure diversified funding sources to access both financial institutions and capital markets;

- optimise its cost of debt financing; and

- adopt appropriate interest rates hedging strategies to manage exposure to market volatility.

The MCT Manager intends to achieve the above by:

- **Optimal capital structure strategy** — The MCT Manager aims to optimise the capital structure and cost of capital, within the borrowing limits set out in the Property Fund Appendix. The MCT Manager will endeavour to employ an optimal capital structure, comprising an appropriate mix of debt and equity in financing the acquisition of properties and asset enhancement activities of its properties. The MCT Manager's capital management strategy involves adopting and maintaining appropriate aggregate leverage levels to ensure optimal returns to Unitholders, while maintaining flexibility in respect of future capital expenditures or acquisitions.

The MCT Manager will, in the event that MCT incurs any future borrowings, periodically review MCT's capital management policy with respect to its Aggregate Leverage and modify the policy as its management deems prudent in light of prevailing market conditions. If MCT takes on debt, the MCT Manager will employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time. As and when appropriate, the MCT Manager may consider diversifying its sources of debt financing in the future by way of accessing the public debt capital markets through the issuance of bonds to further enhance the debt maturity profile of MCT.

As at 31 March 2018, MCT has gross borrowings of S$2,327.6 million with an Aggregate Leverage of 34.5%.

- **Proactive interest rate management strategy** — The MCT Manager endeavours to utilise interest rate hedging strategies where appropriate to optimise risk-adjusted returns to Unitholders. The MCT Manager will adopt a proactive interest rate management policy to manage the risk associated with changes in interest rates on the loan facilities while also seeking to ensure that MCT's ongoing cost of debt capital remains competitive.

- **Other financing strategy** — The MCT Manager will, in the future, consider other opportunities to raise additional equity capital for MCT through the issue of new Units, for example to finance the acquisition of properties. The decision to raise additional equity will also take into account the stated strategy of maintaining an optimal capital structure.

4. OVERVIEW OF PROPERTIES

MCT's portfolio comprises five properties located in Singapore:

(i) **VivoCity** – Singapore's largest mall with 1,077,191 sq ft of NLA spread over a three-storey shopping complex and two basement levels. Strategically located in the heart of the HarbourFront Precinct, this iconic development is directly connected to the HarbourFront MRT station and enjoys exceptional connectivity to Sentosa and the HarbourFront Centre. VivoCity is positioned as a multi-dimensional retail and lifestyle destination for Singaporeans and tourists alike, offering visitors a unique waterfront shopping and dining experience. For FY17/18, VivoCity attracted 55.0 million visitors and a record of S$958.2 million in tenant sales. VivoCity has received awards and accolades from both Singapore and global independent third party agencies. Some recent awards include:

- Trip Advisor 2017 – Certificate of Excellence;
- Singapore Retail Association 2016 – Finalist for the Best Retail Event of the Year for "Star Wars: The Force Awakens" event;
- AsiaOne's People's Choice Awards 2016 – Finalist for the Best Shopping Centre;
- BCA Green Mark Certification 2016 – Gold Award; and
- Her World x Nuyou Mall Awards 2016 – Best Mall (South) and Best Lifestyle Mall.

(ii) **MBC I** – an outstanding and large-scale integrated business hub located in the Alexandra Precinct. MBC I comprises four blocks of office and business park space with Grade A building specifications with an aggregate NLA of 1,707,280 sq ft. The user-friendly features, recreational facilities and amenities, as well as wide public spaces and lush greenery, makes this development a complete "work and play" environment. MBC I is conveniently located within an approximate 10-minute drive from the CBD and enjoys excellent linkages to the adjacent PSA Building, MBC II, as well as the Labrador Park MRT Station. Its environmentally sustainable design and features have also garnered several local and international awards, including the BCA Green Mark Platinum Award in 2016.

(iii) **PSA Building** – an established integrated development with a 40-storey office block and a three-storey retail centre, ARC, with an aggregate NLA of 523,781 sq ft. PSA Building's excellent location within the Alexandra Precinct, a short distance from the CBD, makes it an ideal choice for companies who prefer a quality office location outside the CBD. ARC further offers a wide range of amenities and food and beverage offerings to the working population in the vicinity. PSA Building was re-certified BCA Green Mark Gold^{Plus} in 2018.

(iv) **Mapletree Anson** – a 19-storey premium office building located in the Tanjong Pagar micro market of the CBD with an NLA of 330,167 sq ft. Mapletree Anson, built with Grade-A specifications, is one of the first buildings in Singapore to be awarded the Green Mark Platinum certification by the Building and Construction Authority. It is conveniently located within a two-minute walk from the Tanjong Pagar MRT Station and connected to major arterial roads and expressways. Mapletree Anson was re-certified BCA Green Mark Platinum in 2016.

(v) **Bank of America Merrill Lynch HarbourFront** – a premium six-storey building with an NLA of 215,734 sq ft. Completed in August 2008, MLHF features modern office specifications such as large and efficient column-free rectangular floor plates of approximately 46,000 sq ft and integrated suspended ceiling and raised floors. It was certified BCA Green Mark Gold^{Plus} in 2018.

Singapore's Southern Corridor

The Southern Corridor envelops the area around the southern coast of Singapore from the western fringe of Singapore's CBD along Keppel Road, extends westwards along the south-western coast of Singapore towards Pasir Panjang, and includes Sentosa. The Sponsor owns, master-planned and developed significant portions of two major precincts within the Southern Corridor, namely the HarbourFront Precinct and the Alexandra Precinct (together, the "**Precincts**").

HarbourFront Precinct	**Alexandra Precinct**

MCT Property   ROFR Property

HarbourFront Precinct

HarbourFront Precinct, which spans approximately 24 hectares along Singapore's southern waterfront, is a thriving business and lifestyle hub and a quality office location close to the CBD. It is located at the foothills of Mount Faber Park and extends to Singapore's southern coast overlooking Sentosa. VivoCity and MLHF are located within the HarbourFront Precinct.

Alexandra Precinct

Alexandra Precinct, which spans approximately 13.5 hectares, is a high quality, fringe CBD office location catering to a wide range of office and business uses. It offers existing and prospective tenants an alternative location to the CBD, complete with a comprehensive range of modern conveniences and amenities. It is located in the Queenstown Planning Area along Alexandra/Telok Blangah Road and is about a 10-minute drive from the CBD. MBC I and PSA Building are located within the Alexandra Precinct.

The table below sets out certain information on the Properties as at 31 March 2018, with independent valuations by the Independent Valuers:

	VivoCity	MBC I	PSA Building	Mapletree Anson	MLHF	Total
Address	1 HarbourFront Walk, Singapore 098585	10, 20, 30 Pasir Panjang Road, Singapore 117438/ 117439/ 117440	460 Alexandra Road, Singapore 119963	60, Anson Road, Mapletree Anson, Singapore 079914	2 HarbourFront Place, Singapore 098499	–
Type	Retail	Office / Business Park	Office/Retail	Office	Office	–
NLA (sq ft)	1,077,191[(1)]	1,707,280	523,781[(2)]	330,167	215,734	3,854,153
Building description	A 3-storey shopping complex with 2 basement levels and a 7-storey annex carpark	An integrated office and business park development comprising one 18-storey office tower and three 14-storey to 17-storey business park blocks	An integrated development comprising a 40-storey office building and a 3-storey retail centre	A 19-storey office building with Grade-A building specifications	A 6-storey office building with a basement carpark	–
Year of Completion	2006	2010	Office: 1985/2011 Retail: 2011[(3)]	2009	2008	–
Carpark Lots	2,179	–	749	80	94	3,102
Committed Occupancy (%)	99.8	99.4	98.7	100.0	100.0	99.5
Number of Leases	341	36	116	20	3	516
Gross Revenue for FY17/18 (S$m)	206.6	126.0	48.9	33.7	18.3	433.5
Net Property Income for FY17/18 (S$m)	156.7	103.7	37.0	27.0	14.4	338.8
Independent Valuation (S$m)[(4)]	3,028.0	1,892.0	740.0	701.0	321.0	6,682.0

Notes:

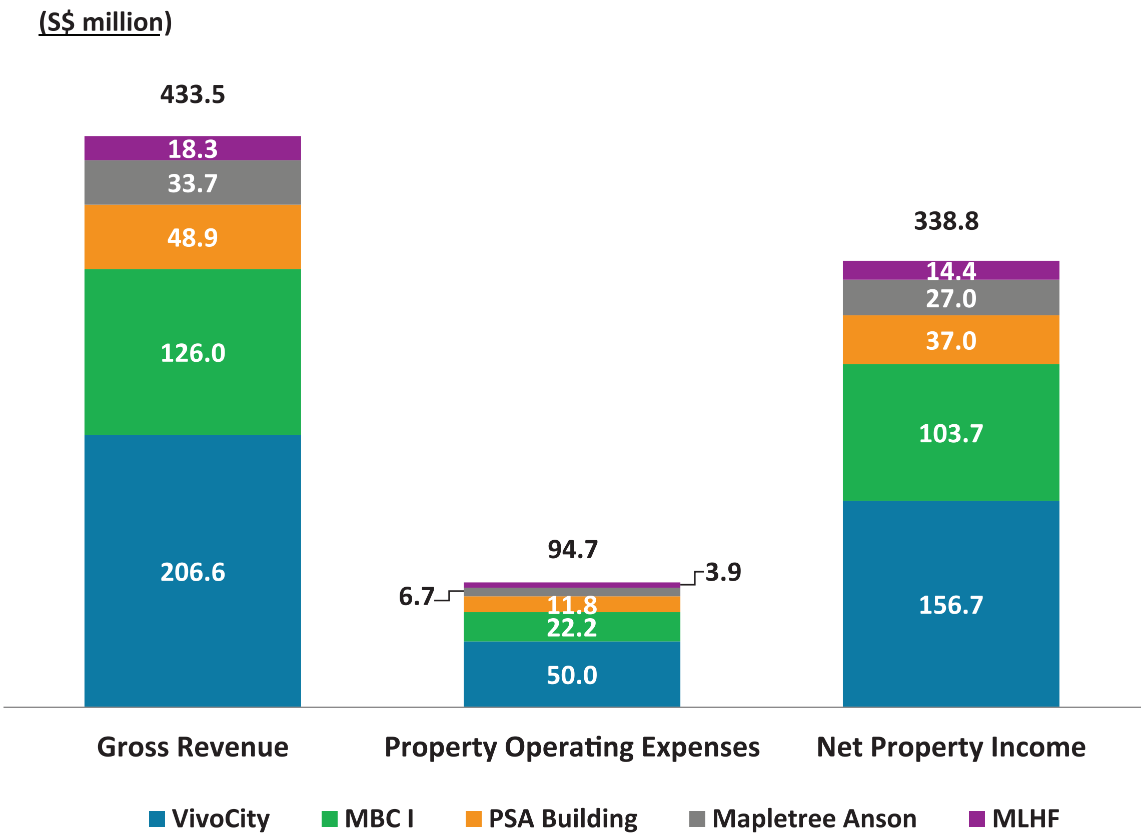
(1) Includes the bonus GFA granted under the Community/Sports Facility Scheme.

(2) Excludes the seven floors of leases of PSA Building, amounting to a total leases area of 114,960 sq ft, which have been sub-leased on a long-term basis to the Minister of Finance and The Maritime and Port Authority of Singapore, in both cases for a period of 97 years and nine months less one day commencing from 1 January 1999.

(3) The retail portion of PSA Building comprises the three-storey ARC which was completed in November 2011.

(4) Independent valuation as at 31 March 2018.

The charts below provide a breakdown of Gross Revenue, Property Operating Expenses and Net Property Income of the Portfolio by Property for FY17/18:



Note: Figures for the charts above may not add up due to rounding differences.

Profile of Top Ten Tenants

The table below sets out selected information about the top ten largest tenants of the Properties (based on Gross Rental Income as at 31 March 2018):

	Tenant	% of Gross Rental Income
1	Merrill Lynch Global Services Pte. Ltd.	3.7%
2	The Hongkong and Shanghai Banking Corporation Limited	3.4%
3	Samsung Asia Pte. Ltd.	2.8%
4	Unilever Asia Pte Ltd / Unilever Singapore Pte. Limited	2.4%
5	SAP Asia Pte. Ltd.	2.4%
6	Cold Storage Singapore (1983) Pte Ltd	2.4%
7	Mapletree Investments Pte Ltd	2.0%
8	Info-communications Media Development Authority	2.0%
9	BW Maritime Pte Ltd / BW Offshore Singapore Pte. Ltd.	1.9%
10	PSA Corporation Limited	1.8%
	MCT Portfolio	**24.8%**

Trade Sector Analysis for the Portfolio

The following table provides a breakdown by Gross Rental Income of the different trade sub-sectors represented in the Properties as at 31 March 2018:

	Trade Mix	% of Gross Rental Income(1)
1	Food & Beverage	16.0
2	Banking & Financial Services	13.3
3	Fashion	10.2
4	Government Related	6.4
5	Shipping Transport	5.6
6	IT Services & Consultancy	5.1
7	Fashion Related	5.0
8	Departmental Store / Hypermart	4.6
9	Electronics	4.3
10	Consumer Goods	4.1
11	Beauty	3.5
12	Trading	3.3
13	Lifestyle	2.5
14	Real Estate	2.3
15	Electronics – Retail	2.2
16	Others(2)	11.9

Notes:

(1) Total may not add up to 100.0% due to rounding differences.

(2) Others includes Pharmaceutical, Sports, Energy, Entertainment, Retail Bank, Optical, Insurance, Education, Medical, Consumer Services, Services and Convenience.

Rental Uplift and Renewals

The leases at the Properties are generally for terms of three years or more. Certain leases have options to renew for further terms, and in line with normal commercial practice, such renewals are generally on the same terms and conditions as the original leases except for the rental rate, which will be at the then prevailing market rent.

The following table sets out information on leases that have expired in FY17/18 and the rental reversion achieved for the new and re-let leases:

	Number of Leases Committed	Retention Rate (by NLA)	% Change in Fixed Rents(2)
Retail	107	77.0%	1.5%(3)
Office/Business Park	18	77.4%	-8.7%(4)
Including replacement tenant for pre-terminated lease(1)	–	–	-0.7%
MCT Portfolio	**125**	**77.3%**	**-2.1%**
Including replacement tenant for pre-terminated lease(1)	–	–	0.6%

Notes:

(1) Includes the effect of the replacement lease for approximately 104,000 sq ft of pre-terminated space at MBC I (please refer to the SP Variation Letter as disclosed in the circular dated 5 July 2016) which was committed in 2Q FY17/18. The average fixed rent of the replacement lease was more than 20% higher than the expiring fixed rent of the pre-terminated lease.

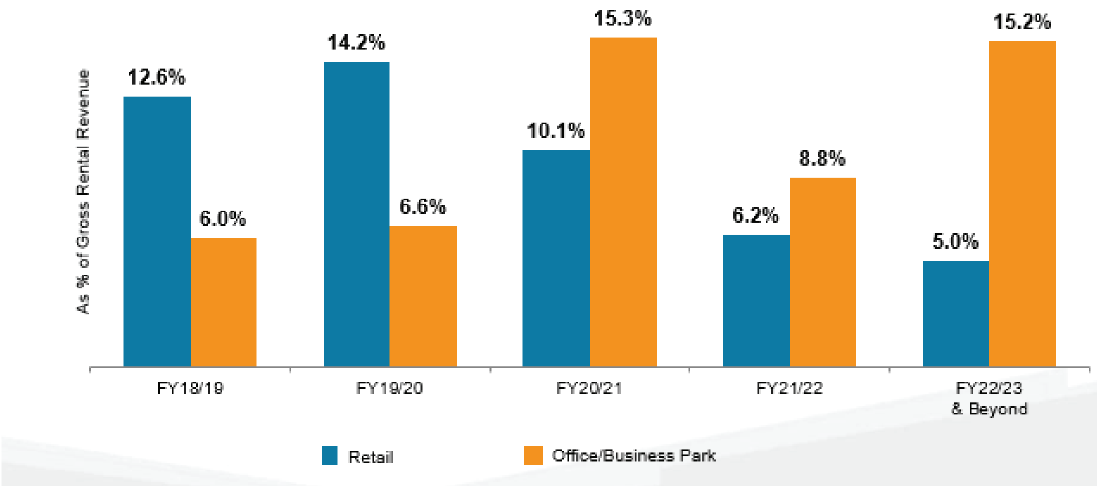
(2) Based on the average of the fixed rents over the lease period of the new leases divided by the preceding fixed rents of the expiring leases. Replacement of pre-terminated tenants are typically not included in the calculation of rental reversions.

(3) Includes the effect from trade mix changes and units subdivided and/or amalgamated.

(4) Excluding MBC I, office portfolio rental uplift is -4.2%. MBC I's rent reversion is -11.4% and would be +0.7% if the effect of change in tenant for the pre-terminated space were included.

The WALE by Gross Rental Income as at 31 March 2018 is 2.7 years. The chart below sets out information of leases, as at 31 March 2018, that will expire during the periods indicated:

Portfolio WALE	2.7 years
Retail	2.1 years
Office/Business Park	3.2 years



Marketing and Leasing Activities

The Properties will be actively marketed by the MCT Property Manager to prospective tenants in desired target groups through advertisements in the print media, direct calls and liaising with property consultants. The consultants and prospective tenants are also regularly updated with the list of available retail or office units for rental. Viewings of the premises will be conducted regularly with prospective tenants. The MCT Manager will also explore opportunities for joint marketing efforts and other mutually beneficial opportunities with the Sponsor.

Lease Agreements and Lease Management

The lease agreements entered into for the Properties contain terms and conditions, including those relating to duration of the lease, provision of security deposit as well as alteration and improvement works, generally found in most office and retail lease agreements in Singapore. The terms are in line with market practice and procedures. In certain instances, these terms have been varied to accommodate the specific needs of major tenants such as right to space expansion, rent-free fitting out period, subletting and assignment rights. When a prospective tenant has committed to a lease, a security deposit equal to at least three months' rent and service charge is usually payable. The tenant will normally take possession of the premises after it has made the requisite payments and has formally executed the lease agreement. Rent and service charge are payable monthly in advance. As tenant retention is critical to minimising the turnover of leases, the MCT

Property Manager will maintain close communication and a good working relationship with the existing tenants. Dialogues and meetings for lease renewal will be held with tenants whose leases are due to expire. Arrears management procedures will also be enforced to ensure timely payment of rent. The MCT Manager believes that these proactive steps to retain tenants and reduce rental in arrears will help to maintain a stable income stream for MCT.

5. COMPETITIVE STRENGTHS

The MCT Manager believes that the Properties enjoy the following competitive strengths:

Excellent Connectivity

The Properties enjoy excellent connectivity via convenient access to major roads, expressways and MRT lines. VivoCity and MLHF, located in the HarbourFront Precinct, are served by the West Coast Highway, Ayer Rajah Expressway and the Marina Coastal Expressway. VivoCity is also directly connected to the HarbourFront MRT Station which is the terminal station of the North East Line and the Circle Line. These two lines are well-connected to the other main MRT lines, and provide good linkages to many new and growing residential areas, as well as the CBD.

Other forms of public transport to VivoCity and MLHF include the bus network and the Sentosa Express, the dedicated monorail connection to Sentosa. In addition, over 20 bus routes serve the HarbourFront Precinct along Telok Blangah Road via the HarbourFront bus interchange and the surrounding bus stops. The Aeroline Express Bus, a premier bus service to and from Malaysia, stops at the coach station situated at HarbourFront Centre. The Sentosa Express directly links Level 3 of VivoCity to various parts of Sentosa. The Sentosa Boardwalk, a canopy covered travelator, allows visitors to Sentosa the flexibility of walking from VivoCity to Sentosa. VivoCity also benefits from being located close to the Singapore Cruise Centre@HarbourFront which is used by more than 4.5 million cruise and ferry passengers each year.

MBC I and PSA Building are located in the Alexandra Precinct and enjoy prominent frontages along Pasir Panjang Road as well as excellent transport connectivity. The location is approximately a 10-minute drive from the CBD and is easily accessible from most parts of Singapore via different expressways. For commuters, MBC I and PSA Building are linked via covered walkways to the Labrador Park MRT Station and other transportation nodes, as well as the other properties in the Alexandra Precinct. As such, MBC I and PSA Building have attracted tenants who do not require a CBD location for their operations, but would still like to enjoy proximity to the CBD.

Mapletree Anson, located in the Tanjong Pagar micro market of the CBD, is within a two-minute walk from the Tanjong Pagar MRT Station and connected to major arterial roads and expressways.

Large Catchment Area and Strategic Location

The Properties are located in the HarbourFront Precinct and Alexandra Precinct, which were conceived, designed and developed by the Sponsor to capture the expected working, residential and tourist population catchment growth and increased business activity in Singapore's Southern Corridor.

VivoCity's customer base principally comprises residents from all over Singapore, office workers in the nearby office buildings and tourists including those visiting Sentosa and other visitors to Singapore. Some key highlights of VivoCity's catchment are set out below:

- *Trade Area that covers Singapore* — VivoCity's close proximity to the CBD, its status as Singapore's largest mall and excellent connectivity allows VivoCity to draw customers from all over Singapore.

- *Immediate catchment of office workers* — VivoCity also benefits from a significant catchment of office workers from buildings in the HarbourFront Precinct.

- *Singapore's largest mall which attracts a large proportion of tourists* — VivoCity has a significant catchment of tourists by virtue of being the gateway to Sentosa, being linked to the Singapore Cruise Centre@HarbourFront and its close proximity to popular tourist locations. Since the completion of the Resort World Sentosa in February 2010 and with the ongoing transformation of Sentosa, visitor arrivals to Sentosa have been growing steadily over the past few years.

- *Future growth in immediate residential catchment* — The catchment area of VivoCity is also expected to benefit from the continuing transformation of the former Keppel shipyards in the Keppel Bay area, located at the immediate west of the HarbourFront Precinct, into a new waterfront residential area. This presents VivoCity with a unique opportunity to introduce additional upmarket product offerings to better serve the needs of these residents.

ARC is expected to serve office workers in the Alexandra area as well as households in the vicinity. ARC is also linked via a covered linkway to MBC as well as the Labrador Park MRT Station.

MBC I, MLHF and PSA Building benefit from being located in Singapore's Southern Corridor, where there is expected to be limited new supply of office space.

High Occupancy Rates

The Properties have a high committed occupancy rate of 99.5% as at 31 March 2018, reflecting the success and effectiveness of the Sponsor's precinct development strategy and attractiveness of the "Work, Live and Play" environment within the Precincts.

Diverse and Quality Tenant Base

The Portfolio has a large tenant base with 516 committed leases as at 31 March 2018. These tenants cover a wide variety of trade sectors, thus providing MCT with trade diversification. MCT's top 10 tenants in terms of Gross Rental Income contributed only 24.8% of Gross Rental Income as at 31 March 2018. No trade sector accounted for more than 16.0% of Gross Rental Income as at 31 March 2018.

In addition, the Properties benefit from the quality of their tenant base. The retail tenants include some of Singapore's largest retailers such as VivoMart, Tangs, Golden Village, Kopitiam and H&M, many of which have been tenants of VivoCity since the opening of the mall in October 2006. The Hongkong and Shanghai Banking Corporation Limited, Samsung Asia Pte. Ltd. and Unilever Asia Pte Ltd are some of MCT's leading tenants, providing income stability for MCT.

Favourable Lease Structures

The leases for MCT's retail properties are typically structured with three-year tenures comprising base rent, service charge, advertising and promotional fee and turnover rent, while the leases at the office properties are typically structured with three-year tenures comprising base rent and service charge. Given the larger floor areas, the leases for MBC I are typically longer than three years and comprising base rent and service charge.

MCT's retail leases have a WALE of 2.1 years, while the office/business park leases have a WALE of 3.2 years. The longer-term leases in MCT's office/business park portfolio provide stability of income and serve to balance the shorter retail leases, giving MCT an overall portfolio WALE of 2.7 years.

6. INSURANCE

The Properties are insured in a manner consistent with industry practice in Singapore. This includes property damage and business interruption insurance, acts of terrorism and public liability insurance (including personal injury) policies. There are no significant or unusual excess or deductible amounts required under such policies. There are, however, certain types of risks that are not covered by such insurance policies, including acts of war.

MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.

1. HISTORY AND BUSINESS

Mapletree Commercial Trust Treasury Company Pte. Ltd. ("**MCTTCPL**") was incorporated with limited liability under the laws of the Republic of Singapore on 18 May 2012. It is a wholly-owned subsidiary of the MCT Trustee.

Its principal activities are the provision of financial and treasury services for and on behalf of MCT. Since its incorporation, MCTTCPL has not engaged in any material activities other than the establishment of the Programme, the issuance of the existing Notes under the Programme, the proposed issue of the Notes under the Programme and the authorisation of documents and agreements referred to in this Information Memorandum to which it is or will be a party.

The registered office of MCTTCPL as at the time of this Information Memorandum is at 10 Pasir Panjang Road, #13-01 Mapletree Business City, Singapore 117438.

2. SHAREHOLDING AND CAPITAL

As at the date of this Information Memorandum, the issued share capital of MCTTCPL is S$2.00 comprising two ordinary shares. The issued ordinary shares in the capital of MCTTCPL are held by the MCT Trustee. As at the date of this Information Memorandum, MCTTCPL has borrowings comprising fixed rate notes of S$860.0 million and floating rate notes of JPY8.7 billion issued under the Programme (prior to the increase in the Programme limit to S$3,000,000,000).

3. DIRECTORS

As at the date of this Information Memorandum, the Directors of MCTTCPL are:

Name	Business Address
Ms Lim Hwee Li Sharon	10 Pasir Panjang Road #13-01 Mapletree Business City Singapore 117438
Ms Tan Bee Lian Janica	10 Pasir Panjang Road #13-01 Mapletree Business City Singapore 117438

Details of the working experience of the Directors of MCTTCPL are set out in the section "Mapletree Commercial Trust – The MCT Manager – Mapletree Commercial Trust Management Ltd. – Management Team".

SELECTED FINANCIAL INFORMATION

The following tables set forth selected audited financial information of the Group for the financial years ended 31 March 2016, 2017 and 2018. The selected financial information should be read in conjunction with the audited financial statements of the Group and the notes thereto, as set out in elsewhere in this Information Memorandum.

Consolidated Statements of Total Return

	For the financial year ended 31 March 2016 S$'000	For the financial year ended 31 March 2017 S$'000	For the financial year ended 31 March 2018 S$'000
Gross revenue	287,761	377,747	433,525
Property operating expenses	(67,048)	(85,441)	(94,680)
Net property income	**220,713**	**292,306**	**338,845**
Finance income	470	463	403
Finance expenses	(39,727)	(54,168)	(64,329)
Manager's management fees			
- Base fees	(10,761)	(13,887)	(16,087)
- Performance fees	(8,829)	(11,692)	(13,554)
Trustee's fees	(581)	(706)	(794)
Other trust expenses	(1,454)	(1,445)	(1,160)
Foreign exchange (loss)/gain	(4,664)	(4,541)	1,618
Net income	**155,167**	**206,330**	**244,942**
Net change in fair value of financial derivatives	3,626	4,205	(1,573)
Net change in fair value of investment properties	139,917	135,305	324,204
Total return before income tax	**298,710**	**345,840**	**567,573**
Income tax expense	(*)	(*)	(*)
Total return	**298,710**	**345,840**	**567,573**

* Amount is less than S$1,000

Review of performance for FY17/18 vs FY16/17

Gross revenue of S$433.5 million for FY17/18 was 14.8% higher compared to FY16/17. This was mainly due to the full year contribution from MBC I in FY17/18 as well as effects of the step-up rents in existing leases. Higher contributions were also achieved from VivoCity and MLHF. This was offset by lower contributions from PSA Building and Mapletree Anson.

Revenue for VivoCity was S$5.8 million higher than FY16/17 driven mainly by higher rental income from new and renewed leases, achieved together with the completed AEI on Basement 2, Level 1 and Level 3, and the effects of the step-up rents in existing leases. Revenue for MLHF was S$0.4 million higher than FY16/17 mainly due to higher occupancy and rental rates achieved.

The lower revenue from PSA Building and Mapletree Anson of S$0.8 million each was mainly due to their lower occupancies in FY17/18, partially offset by effects of the step-up rents in existing leases.

Property operating expenses of S$94.7 million for FY17/18 were 10.8% higher as compared to FY16/17 largely due to the full year effect of MBC I, higher property maintenance expenses, staff costs, property taxes and property management fees incurred by existing properties. The higher property taxes were due to higher annual values assessed and one-off property taxes reversal adjustments in FY16/17. The higher operating expenses incurred by existing properties were offset by lower utilities expenses due to lower tariff rates.

Accordingly, NPI increased by 15.9% to S$338.8 million for FY17/18. The higher NPI was offset by higher finance expenses and higher manager's management fees. Together with unrealised foreign exchange gain arising from the translation of the JPY medium term notes ("MTN") into MCTTCPL's functional currency in Singapore dollar, net income increased to S$244.9 million for FY17/18.

Finance expenses of S$64.3 million for FY17/18 were 18.8% higher as compared to FY16/17 mainly due to the interest incurred on the debt drawn down to part finance the acquisition of MBC I (full year effect for FY17/18) and the interest rate swaps entered to hedge floating interest rate loans as well as the refinancing of floating rate bank borrowings with fixed rate MTNs issued in FY16/17 and FY17/18.

Net change in the fair value of the investment properties was S$324.2 million, S$188.9 million higher as compared to FY16/17 following the upward valuation of the portfolio based on independent valuation as at 31 March 2018. The higher valuation gain was mainly due to compression of capitalisation rates and discount rates and better operating performance by VivoCity.

As a result of the above, total return of S$567.6 million for FY17/18 was 64.1% higher compared to FY16/17.

Review of performance for FY16/17 vs FY15/16

Gross revenue of S$377.7 million for FY16/17 was 31.3% higher as compared to FY15/16. This was due to contribution from MBC I from the acquisition completion date of 25 August 2016 and better performance by VivoCity, Mapletree Anson and PSA Building, offset by lower revenue from MLHF.

Revenue for VivoCity was S$9.7 million higher than FY15/16 driven mainly by higher rental income achieved for new and renewed leases, achieved together with the completed AEI on Basement 2 and Level 3 and the effects of the step-up rents in existing leases. Revenue for Mapletree Anson and PSA Building were S$4.3 million and S$1.8 million higher respectively mainly due to higher occupancy in FY16/17 compared to FY15/16, higher rental income achieved for new and renewed leases and effects of the step-up rents in existing leases. Revenue for MLHF was S$0.5 million lower due to lower occupancy in FY16/17.

Property operating expenses of S$85.4 million for FY16/17 were 27.4% higher as compared to FY15/16 largely due to property operating expenses of MBC I (S$13.4 million), higher property maintenance expenses and property taxes incurred by the existing properties as well as higher marketing and promotion expenses due to additional and bigger scale programmes organised to celebrate VivoCity's 10th anniversary. In addition, there were one-off adjustments made in FY15/16 which were non-recurring in FY16/17.

Accordingly, NPI increased by 32.4% to S$292.3 million for FY16/17. The higher NPI was offset by higher finance expenses and higher management fees. Accordingly, net income increased by 33.0% to S$206.3 million for FY16/17.

Finance expenses of S$54.2 million for FY16/17 were 36.4% higher as compared to FY15/16 mainly due to the interest incurred on the new debt drawn down to part finance the acquisition of MBC I, higher fixed debt ratio achieved and higher rates on the interest rate swaps ("IRS") executed to replace expired IRS.

As a result of the above, total return of S$345.8 million for FY16/17 was 15.8% higher compared to FY15/16.

Consolidated Statements of Financial Position

	As at 31 March 2016 $'000	As at 31 March 2017 $'000	As at 31 March 2018 $'000
ASSETS			
Current assets			
Cash and cash equivalents	63,589	53,907	45,092
Trade and other receivables	5,037	2,971	2,946
Other current assets	1,044	420	418
Derivative financial instruments	35	–	–
	69,705	**57,298**	**48,456**
Non-current assets			
Investment properties	4,341,800	6,337,000	6,682,000
Plant and equipment	154	161	171
Derivative financial instruments	3,520	11,194	10,186
	4,345,474	**6,348,355**	**6,692,357**
Total assets	**4,415,179**	**6,405,653**	**6,740,813**
LIABILITIES			
Current liabilities			
Derivative financial instruments	–	388	154
Trade and other payables	51,798	71,458	83,207
Borrowings	354,798	–	143,905
Current income tax liabilities	5,111	*	*
	411,707	**71,846**	**227,266**
Non-current liabilities			
Derivative financial instruments	1,048	4,906	1,483
Other payables	41,727	41,694	43,165
Borrowings	1,196,721	2,329,754	2,185,526
	1,239,496	**2,376,354**	**2,230,174**
Total liabilities	**1,651,203**	**2,448,200**	**2,457,440**
NET ASSETS ATTRIBUTABLE TO UNITHOLDERS	**2,763,976**	**3,957,453**	**4,283,373**
Represented by:			
Unitholders' funds	**2,763,976**	**3,957,453**	**4,283,373**
UNITS IN ISSUE ('000)	2,130,003	2,871,143	2,880,156
NET ASSET VALUE PER UNIT ($)	**1.30**	**1.38**	**1.49**

* Amount is less than S$1,000

As at 31 March 2018

Total Assets

Total assets increased by 5.2% to S$6,740.8 million as at 31 March 2018 as compared to S$6,405.7 million as at 31 March 2017, largely due to the increase in valuation of the investment properties.

Investment properties increased from S$6,337.0 million as at 31 March 2017 to S$6,682.0 million as at 31 March 2018 taking into account the capital expenditure of S$21.0 million incurred during the financial year and the higher appraised values of the properties by independent valuers as at 31 March 2018.

Correspondingly, net assets attributable to Unitholders increased by 8.2% to S$4,283.4 million over the previous financial year ended 31 March 2017, reflecting a higher NAV per unit of S$1.49 as at 31 March 2018.

Borrowings

As at 31 March 2018, MCT's total gross debt was S$2,327.6 million[1]. With the upward revaluation of the investment properties, the aggregate leverage ratio lowered from 36.3% as at 31 March 2017 to 34.5% as at 31 March 2018 based on total assets and was 54.3% based on net assets.

In FY17/18, MCT issued two series of MTN under the S$1.0 billion MTN Programme. The series of notes issued were:

1. S$100.0 million 10-year Fixed Rate Notes at 3.045% per annum on 28 August 2017; and

2. S$120.0 million 6.5-year Fixed Rate Notes at 3.28% per annum on 23 March 2018.

This extended the average debt to maturity for MCT's gross borrowings to about 3.9 years as at 31 March 2018. The proceeds from the above two series of MTN were used to repay the outstanding borrowing on the revolving credit facilities and to refinance the bank borrowings due in FY18/19.

Overall, MCT has maintained a well distributed debt maturity profile with no more than 20% of debt due for refinancing in any financial year. All borrowings continue to be unsecured with minimal financial covenants.

As at 31 March 2017

Total Assets

Total assets increased by 45.1% to S$6,405.7 million as at 31 March 2017 as compared to S$4,415.2 million as at 31 March 2016. The increase was largely due to the acquisition of MBC I and increase in the valuation of VivoCity.

In August 2016, MCT completed the acquisition of MBC I. The total acquisition cost of about S$1,843.5 million, comprising purchase consideration of S$1,780.0 million and directly attributable acquisition costs of S$63.5 million was funded by a mix of equity and bank borrowings.

Total Liabilities

Total liabilities increased by 48.3% to S$2,448.2 million as at 31 March 2017 as compared to S$1,651.2 million as at 31 March 2016. The increase was largely due to the drawdown of S$800.0 million term loan facilities to part finance the acquisition of MBC I.

Unitholders' funds

In FY16/17, the equity fund raising exercise undertaken by MCT to part finance the acquisition of MBC I raised total gross proceeds of approximately S$1,044.3 million.

Correspondingly, net assets attributable to Unitholders increased by 43.2% to S$3,957.5 million over the previous financial year ended 31 March 2016, resulting in a higher NAV per unit of S$1.38 as at 31 March 2017.

[1] Reflects total gross debt after taking into account the cross currency interest rate swap ("**CCIRS**") entered into to hedge the JPY8.7 billion floating rate MTN.

Borrowings

As at 31 March 2017, MCT's total gross debt was S$2,327.6 million[1], the aggregate leverage ratio was 36.3% based on total assets and was 58.8% based on net assets. The average debt to maturity for MCT's gross borrowings was about 4.0 years. Approximately 81.2% of the gross borrowings have been fixed by way of IRS and fixed rate debt.

In FY16/17, MCT issued two series of MTN under the S$1.0 billion Multicurrency MTN Programme:

1. S$175.0 million 10-year Fixed Rate Notes at 3.11% per annum issued on 24 August 2016; and

2. S$85.0 million 7-year Fixed Rate Notes at 2.795% per annum issued on 15 November 2016.

During the year, MCT had drawn on the S$190.0 million of term loans facilities executed in January 2016 to refinance the bank borrowings due in April 2016. Together with the proceeds from the MTN, MCT had completed all refinancing needs for FY16/17 and FY17/18.

Consistent with the Manager's strategy to employ an appropriate mix of debt and equity in financing acquisitions, term loan facilities of S$800.0 million, comprising a two-year, four-year and six-year term loan facilities, were put in place for the purpose of part-financing the acquisition of MBC I. The term loan facility of S$800.0 million was fully drawn in August 2016.

[1] Reflects total gross debt after taking into account the CCIRS entered into to hedge the JPY8.7 billion floating rate MTN.

PURPOSE OF THE PROGRAMME AND USE OF PROCEEDS

Unless otherwise specified in the applicable Pricing Supplement, the net proceeds from the issue of each Tranche of Notes or Perpetual Securities under the Programme (after deducting issue expenses) will be used by MCT for its general corporate purposes.

CLEARING AND SETTLEMENT

Clearance and Settlement under the Depository System

In respect of Securities which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP. Securities that are to be listed on the SGX-ST may be cleared through CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a Global Security or a Global Certificate for persons holding the Securities in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Securities through the Depository System may only be effected through certain corporate depositors ("**Depository Agents**") approved by CDP under the SFA to maintain securities sub-accounts and to hold the Securities in such securities sub- accounts for themselves and their clients. Accordingly, Securities for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding the Securities in direct securities accounts with CDP, and who wish to trade Securities through the Depository System, must transfer the Securities to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Securities in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuers, the Guarantor, the Issuing and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Clearance and Settlement under Euroclear and/or Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Securities held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of the relevant Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

SINGAPORE TAXATION

*The statements below are general in nature and are based on certain aspects of current income tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore ("**IRAS**") and the MAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and no assurance can be given that the relevant tax authorities or the courts will agree with the explanations or conclusions set out below. The statements also based on certain measures announced in the 2018 Singapore Budget which have yet to be enacted as laws and are thus subject to the precise wording of the relevant provisions when enacted. Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any Securityholders 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. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Prospective Securityholders are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the subscription for, purchase, ownership or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arrangers, the Guarantor or any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, ownership or disposal of the Securities.*

Taxation relating to payments on Notes

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 the prevailing corporate tax rate, currently 17.0%. The applicable rate for non-resident individuals is 22.0%. 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:

(a) interest from debt securities derived on or after 1 January 2004;

(b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and

(c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

The terms "**prepayment fee**", "**redemption premium**" and "**break cost**" are defined in the ITA as follows:

"**prepayment fee**", in relation to debt securities, qualifying debt securities and qualifying project debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities;

"**redemption premium**", in relation to debt securities, qualifying debt securities and qualifying project debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity; and

"**break cost**", in relation to debt securities, qualifying debt securities and qualifying project debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption.

Any references to "prepayment fee", "redemption premium" and "break cost" in this Singapore taxation disclosure shall have the same meaning as defined in the ITA.

In addition, as the Programme as a whole was arranged by DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited, each of which was a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) at that time, any tranche of the Notes issued under the Programme during the period from the date of this Information Memorandum to 31 December 2023 ("**Relevant Notes**") would be, pursuant to the ITA, the Income Tax (Qualifying Debt Securities) Regulations (the "**QDS Regulations**") and the MAS Circular FSD Cir 11/2018 entitled "Extension of Tax Concessions for Promoting the Debt Market" issued by MAS on 31 May 2018 (the "**MAS Circular**"), "qualifying debt securities" ("**QDS**") for the purposes of the ITA, to which the following treatment shall apply:

(i) subject to certain prescribed conditions having been fulfilled (including the furnishing to the MAS by the Relevant Issuer, or such other person as the MAS may direct, of a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require and the inclusion by the Relevant Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for QDS shall not apply if the non-resident person acquires the Relevant Notes using funds of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Qualifying Income**") from the Relevant Notes paid by the 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 Notes are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore income tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing to the MAS by the Relevant Issuer, or such other person as the MAS may direct, of a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant

Notes paid by the Relevant Issuer and derived by any company or body of persons (as defined in the ITA) in Singapore, other than any non-resident who qualifies for the tax exemption as described in paragraph (i) above, is subject to income tax at a concessionary rate of 10.0% (except for holders who have been granted 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 Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax 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 the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

Qualifying Income derived from the Relevant Notes is not subject to withholding of tax by the Relevant Issuer.

Notwithstanding the foregoing:

(A) if during the primary launch of the Relevant Notes, the Relevant Notes is issued to fewer than four persons and 50.0% or more of the issue of the Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Relevant Issuer or the MCT Manager, the Relevant Notes would not qualify as QDS; and

(B) even though the Relevant Notes is QDS, if, at any time during the tenure of the Relevant Notes, 50.0% or more of the issue of such Relevant Notes which is outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by related parties of the Relevant Issuer or the MCT Manager, Qualifying Income derived from such Relevant Notes by:

(I) any related party of the Relevant Issuer or the MCT Manager; or

(II) any person where the funds used by such person to acquire the Relevant Notes are obtained, directly or indirectly, from any related party of the Relevant Issuer or the MCT Manager,

shall not be eligible for the tax exemption or concessionary rate of tax of 10.0% as described above.

The term "**related party**", in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from the Relevant Notes by any person who is not tax 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 described above) shall not apply if such person acquires such Relevant Notes using the funds of such person's operations through a permanent establishment in Singapore.

Notwithstanding that the Relevant Issuer is permitted to make payments of Qualifying Income in respect of the Relevant Notes without deduction or withholding of tax under Section 45 and Section 45A of the ITA, any person whose Qualifying Income derived from such Relevant Notes is not exempt from tax is required to include such income in a return of income made under the ITA.

There is an enhancement to the QDS scheme known as the Qualifying Debt Securities Plus Scheme ("**QDS Plus Scheme**"). Under the QDS Plus Scheme, subject to certain conditions having been fulfilled (including the furnishing by the Relevant Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the QDS within such period as the MAS may specify and such other particulars in connection with the QDS as the MAS may require), income tax exemption is granted on Qualifying Income derived by any investor from QDS (excluding Singapore Government Securities) which:

(a) are issued during the period from 16 February 2008 to 31 December 2018;

(b) have an original maturity of not less than 10 years;

(c) cannot have their tenure shortened to less than 10 years from the date of their issue, except where:

    (i) the shortening of the tenure is a result of any early termination pursuant to certain specified early termination clauses which the Relevant Issuer included in any offering document for such QDS and which falls within the types of early termination clause prescribed in the QDS Regulations; and

    (ii) the QDS do not contain any call, put, conversion, exchange or similar option that can be triggered at specified dates or at specified prices which have been priced into the value of the QDS at the time of their issue; and

(d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

Where the shortening of the tenure of the QDS to less than 10 years occurs under the circumstances prescribed by the QDS Regulations, the tax exemption under the QDS Plus Scheme shall not apply to Qualifying Income derived on or after the date on which the tenure of any portion of the QDS is shortened to less than 10 years from the date of its issue. Holders of any outstanding QDS may still enjoy the tax benefits under the QDS scheme, i.e. tax exemption or concessionary rate of tax as applicable, if the QDS conditions continue to be met.

In determining an investor's income that is to be exempted from tax under the QDS Plus Scheme, prescribed conditions apply in relation to how the investor's losses, expenses and capital allowances which are attributable to exempt income are to be treated. However, even if the Relevant Notes is QDS which qualify under the QDS Plus Scheme, if, at any time during the tenure of the Relevant Notes, 50.0% or more of the issue of such Relevant Notes which is outstanding at any time during the life of its issue is beneficially held or funded, directly or indirectly, by any related parties of the Relevant Issuer or the MCT Manager, Qualifying Income from such Relevant Notes derived by:

(i) any related party of the Relevant Issuer or the MCT Manager; or

(ii) any person where the funds used by such person to acquire the Relevant Notes are obtained, directly or indirectly, from any related party of the Relevant Issuer or the MCT Manager,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

Pursuant to the Singapore Budget Statement 2018 and the MAS Circular, the QDS Plus Scheme will be allowed to lapse after 31 December 2018, and therefore will not be available to debt securities issued after 31 December 2018.

Taxation relating to payments on Perpetual Securities

Singapore tax classification of Hybrid Instruments

The ITA does not contain specific provisions on how financial instruments that exhibit both debt-like and equity-like features, i.e. hybrid instruments, should be treated for income tax purposes. However, the IRAS has published an e-Tax Guide: Income Tax Treatment of Hybrid Instruments on 19 May 2014 (the "**Hybrid Instruments e-Tax Guide**") which sets out the income tax treatment of hybrid instruments, including the factors that the IRAS will generally use to determine whether such instruments are debt or equity instruments for income tax purposes.

Among others, the IRAS has stated in the Hybrid Instruments e-Tax Guide that:

(a) whether or not a hybrid instrument will be treated as debt or equity security for income tax purposes will firstly depend on its legal form, to be determined based on an examination of the legal rights and obligations attached to the instrument;

(b) a hybrid instrument is generally characterised as equity if the legal terms of the instrument indicate ownership interests in the issuer. If the legal form of a hybrid instrument is not indicative of or does not reflect the legal rights and obligations, the facts and circumstances surrounding the instrument and a combination of factors, not limited to the following, would have to be examined to ascertain the nature of the instrument for income tax purposes.

    These factors include (but are not limited to):

    (i) nature of interest acquired;

    (ii) investor's right to participate in issuer's business;

    (iii) voting rights conferred by the instrument;

    (iv) obligation to repay the principal amount;

    (v) payout;

    (vi) investor's right to enforce payment;

    (vii) classification by other regulatory authority; and

    (viii) ranking for repayment in the event of liquidation or dissolution;

(c) if a hybrid instrument is characterised as a debt instrument for income tax purposes, distributions from the issuer to the investors are regarded as interest; and

(d) if a hybrid instrument issued by a company is characterised as an equity instrument for income tax purposes, distributions from the issuer to the investors are regarded as dividends.

Tax treatment if the Perpetual Securities are characterised as debt instruments

In the event that any tranche of the Perpetual Securities (the "**Relevant Perpetual Securities**") is characterised as debt instruments for income tax purposes, payment of distributions (including Optional Distributions and Arrears of Distribution) in respect of such Relevant Perpetual Securities (hereafter referred to as "**Distributions**") and Additional Distribution Amounts should be regarded as interest payments and the disclosure under "Taxation relating to payments on Notes" summarises the income tax treatment that may be applicable on the Distributions and Additional Distribution Amounts. For the purposes of such application, all references to "Notes" and "Relevant Notes" in the disclosure under "Taxation relating to payments on Notes" shall be construed as references to "Perpetual Securities" and "Relevant Perpetual Securities" and all references to "Qualifying Income" in the aforesaid disclosure shall include Distributions.

Tax treatment if the Perpetual Securities are characterised as equity instruments

Distributions from Perpetual Securities issued by MCTTCPL

In the event that the Relevant Perpetual Securities issued by MCTTCPL is characterised as equity instruments for Singapore income tax purposes and the Distributions are to be treated as dividends in the hands of Perpetual Securityholders, the payment of dividends will not be subject to withholding of tax, irrespective of the profile of Perpetual Securityholders. Where MCTTCPL is a Singapore tax resident company, the amount of such Distributions therefrom, should be exempt from Singapore income tax in the hands of Perpetual Securityholders.

Distributions from Perpetual Securities issued by MCT Trustee

In the event that the Relevant Perpetual Securities issued by MCT Trustee is characterised as equity instruments for Singapore income tax purposes and the Distributions are to be treated as capital distributions in the hands of Perpetual Securityholders, the payment of Distributions will not be subject to withholding of tax, irrespective of the profile of Perpetual Securityholders. The amount of such Distributions will be treated as a return of capital in the hands of Perpetual Securityholders and will be applied to reduce the cost of their investment in the Perpetual Securities for Singapore income tax purposes. Where Perpetual Securityholders, based on their own circumstances, are subject to Singapore income tax on gains from the disposal of the Perpetual Securities, the reduced cost of their investments will be used for the purposes of computing such gains. If the amount of Distributions exceeds the cost (or reduced cost, as the case may be) of their investment in the Perpetual Securities, the excess will be subject to tax and the sale proceeds from the subsequent sale of the Perpetual Securities will be fully taxable.

In the event that the Relevant Perpetual Securities issued by MCT Trustee is characterised as equity instruments for Singapore income tax purposes but the Distributions are to be treated in the same manner as distributions on ordinary units of MCT, Perpetual Securityholders may be subject to income tax on such Distributions, in whole or part, currently at the rate of 10.0% or 17.0%. The MCT Trustee and the MCT Manager may also be obliged to withhold or deduct tax from the payment of such Distributions, in whole or part, currently at the rate of 10.0% or 17.0%, to certain Perpetual Securityholders and for this purpose, Perpetual Securityholders may, as in the case of Unitholders, be required to declare certain information relating to their status to the MCT Trustee and the MCT Manager prior to the making of each Distribution. The disclosure under "Taxation of distributions on ordinary units", which summarises the income tax treatment currently applicable to distributions made on ordinary units of MCT, will be applicable to the Distributions if the payment of such Distributions is to be treated in the same manner as distributions on ordinary units of MCT.

Additional Distribution Amounts from Perpetual Securities

Additional Distribution Amounts, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, may be subject to withholding tax in Singapore on the basis that such amounts are interest in nature. 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 the prevailing corporate tax rate, currently 17.0%. The applicable rate for non-resident individuals is 22.0%. 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.

Taxation of distributions on ordinary units

Distributions on ordinary units of MCT may comprise all, or a combination, of the following types of distributions:

(a) taxable income distribution;

(b) tax-exempt income distribution;

(c) capital distribution; and

(d) other gains distribution.

The tax treatment of each type of distribution differs and may depend on the profile of the beneficial owner of the distributions. Prospective holders of the Relevant Perpetual Securities are advised to consult their own professional tax advisers as to the tax consequences that they may be subject to, in particular on the Distributions on the Relevant Perpetual Securities, where such Distributions are treated in the same manner as distributions on ordinary units of MCT. The statements below provide a summary of the tax treatment of distributions on ordinary units of MCT.

Taxable income distribution

Withholding tax

The MCT Trustee and the MCT Manager are required to withhold or deduct tax from taxable income distributions unless such distributions are made to an individual or a "**Qualifying Unitholder**" who submits a declaration in a prescribed form within a stipulated time limit.

A "**Qualifying Unitholder**" is a Unitholder who is:

(a) a company incorporated and resident in Singapore;

(b) a Singapore branch of a company incorporated outside Singapore;

(c) a body of persons incorporated or registered in Singapore, including a charity registered under the Charities Act (Chapter 37 of Singapore) or established by any written law, a town council, a statutory board, a co-operative society registered under the Co-operative Societies Act (Chapter 62 of Singapore) or a trade union registered under the Trade Unions Act (Chapter 333 of Singapore); or

(d) 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 (Chapter 145 of Singapore).

In all other cases, the MCT Trustee and the MCT Manager will withhold or deduct tax, currently at the rate of 17.0%, from taxable income distributions. This rate is reduced to 10.0% for distributions made on or before 31 March 2020 to a foreign non-individual. A foreign non-individual is a person (other than an individual) who is not a resident of Singapore for income tax purposes and:

(a) who does not have any permanent establishment in Singapore; or

(b) who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire the Units are not obtained from that operation.

Where the Units are held in the name of a nominee, the MCT Trustee and the MCT Manager will withhold or deduct tax, currently at the rate of 17.0%, unless the beneficial owner of the Units is an individual or a Qualifying Unitholder and provided that the nominee submits a declaration (containing certain particulars of the beneficial owner) in a prescribed form within a stipulated time limit to the MCT Trustee and the MCT Manager. Where the beneficial owner is a foreign non-individual as described above and provided the aforesaid declaration is submitted by the nominee, tax will be withheld or deducted at the rate of 10.0% for distributions made on or before 31 March 2020.

Tax deducted at source on taxable income distributions

The tax deducted at the prevailing tax rate, currently at the rate of 17.0%, by the MCT Trustee and the MCT Manager is not a final tax. A Unitholder can use this tax deducted as a set-off against its Singapore income tax liability, including the tax liability on the gross amount of taxable income distributions.

The tax deducted at the reduced rate of 10.0% on taxable income distributions made on or before 31 March 2020 to foreign non-individuals is a final tax imposed on the gross amount of distributions.

Taxation in the hands of Unitholders

Unless otherwise exempt, Unitholders are liable to Singapore income tax on the gross amount of taxable income distributions (i.e. the amount of distribution before tax deduction at source, if any).

Taxable income distributions received by individuals, irrespective of their nationality or tax residence status, are exempt from tax unless such distributions are derived by the individual through a partnership in Singapore or from the carrying on of a trade, business or profession. Individuals who do not qualify for this tax exemption are subject to Singapore income tax on the gross amount of taxable income distributions at their own applicable tax rates, i.e. even if they have received the distributions without tax deduction at source.

Unless exempt from income tax because of their own specific circumstances, Qualifying Unitholders are subject to Singapore income tax on the gross amount of taxable income distributions, i.e. even if they have received the distributions without tax deduction at source.

Other non-individual Unitholders are subject to Singapore income tax on the gross amount of taxable income distributions at their own applicable tax rates. Where the Unitholder is a foreign non-individual, tax at a reduced rate of 10.0% will be imposed on taxable income distributions made on or before 31 March 2020.

Tax-exempt income distribution

Tax-exempt income distributions are exempt from tax in the hands of all Unitholders. Tax is not withheld or deducted from such distributions.

Capital distribution

Capital distributions are returns of capital to Unitholders and are therefore not income subject to tax or withholding of tax. The amount received as capital distributions will be applied to reduce the cost of Unitholder's investment in the Units for income tax purposes. Where Unitholders, based on their own circumstances, are subject to Singapore income tax on gains from the disposal of the Units, the reduced cost of their investments will be used for the purposes of computing such gains. If the amount of capital distributions exceeds the cost (or reduced cost, as the case may be) of their investment in the Units, the excess will be subject to tax and the sale proceeds from the subsequent sale of those Units will be fully taxable.

Other gains distribution

Other gains distributions are not taxable in the hands of Unitholders and are not subject to withholding of tax.

Application for tax ruling

The Relevant Issuer may apply to the IRAS for an advance tax ruling to confirm the classification of the Relevant Perpetual Securities for Singapore income tax purposes and the Singapore tax treatment of the payment of the Distributions.

If such an application is made, the Relevant Issuer will provide relevant details of the tax ruling issued by the IRAS on its website http://www.mapletreecommercialtrust.com/ or via an announcement shortly after the receipt of the tax ruling.

Gains on disposal of the Securities

Singapore does not impose tax on capital gains. Any gains considered to be in the nature of capital arising from the sale of the Securities will not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

There are no specific laws or regulations which deal with the characterisation of capital gains. The characterisation of the gains arising from the sale of the Securities will depend on the facts and circumstances of each holder of the Securities. Holders of the Securities who have adopted or are adopting the Singapore Financial Reporting Standard 39 - Financial Instruments: Recognition and Measurement ("**FRS 39**") or Financial Reporting Standard 109 - Financial Instruments ("**FRS 109**") may, for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39 or FRS 109. Please see the section below on "Adoption of FRS 39 or FRS 109 Treatment for Singapore Income Tax Purposes".

Adoption of FRS 39 or FRS 109 Treatment for Singapore Income Tax Purposes

The IRAS has issued an e-Tax Guide: Income Tax Implications Arising from the Adoption of FRS 39 - Financial Instruments: Recognition & Measurement (the "**FRS 39 e-Tax Guide**"). Legislative amendments to give effect to the tax treatment set out in the FRS 39 e-Tax Guide have been enacted in Section 34A of the ITA. The FRS 39 e-Tax Guide and Section 34A of the ITA generally apply, subject to certain "opt-out" provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

The Accounting Standards Council has issued a new financial reporting standard for financial instruments, FRS 109 – Financial Instruments (which replaces FRS 39), which is mandatorily effective to entities for annual periods beginning on or after 1 January 2018. Section 34AA of the ITA has been enacted to provide for the tax treatment of gains or losses in respect of financial instruments recognised under FRS 109 and the IRAS has also published an e-Tax Guide: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments. Unlike the tax treatment under the FRS 39 e-Tax Guide and Section 34A of the ITA, there is no "opt-out" provision for taxpayers who are required to comply with FRS 109 for financial reporting purposes.

The tax treatment of gains or losses in respect of financial instruments recognised under FRS 39 and/ or FRS 109 is aligned with the accounting treatment unless exceptions apply.

Holders of the Securities who may be required to comply with FRS 39 or FRS 109 for financial reporting purposes should consult their own accounting and tax advisers on the Singapore income tax treatment to understand the implications and consequences that may be applicable to them.

Estate Duty

Singapore estate duty has been abolished for deaths occurring on or after 15 February 2008.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

The Programme Agreement provides for Securities to be offered from time to time through one or more Dealers. The price at which a Series or Tranche will be issued will be determined prior to its issue between the Relevant Issuer and the relevant Dealer(s). The obligations of the Dealers under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. Each Dealer (acting as principal) will subscribe or procure subscribers for Securities from the Relevant Issuer pursuant to the Programme Agreement.

United States

The Securities and the Guarantee have not been and will not be registered under the Securities Act, and, subject to certain exceptions, the Securities may not be offered, sold or (in the case of Bearer Securities) delivered within the United States.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer, sell and (in the case of Bearer Securities) distribute any Securities within the United States, except as permitted by the Programme Agreement.

The Securities are being offered and sold outside the United States in reliance on Regulation S. In addition, until 40 days after the commencement of the offering of any identifiable tranche of Securities, an offer or sale of Securities within the United States by any dealer (whether or not participating in the offering of such tranche of Securities) may violate the registration requirements of the Securities Act.

This Information Memorandum has been prepared by the Issuers for use in connection with the offer and sale of the Securities outside the United States. The Issuers and the Dealers reserve the right to reject any offer to purchase the Securities, in whole or in part, for any reason. This Information Memorandum does not constitute an offer to any person in the United States. Distribution of this Information Memorandum 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 Issuers of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Singapore

Each Dealer acknowledges that this Information Memorandum has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or to any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

General

Each Dealer understands that no action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of this Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction (other than Singapore) where action for that purpose is required.

Each Dealer has agreed that it will comply with all applicable securities laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers Securities or any interest therein or rights in respect thereof or has in its possession or distributes, any other document or any Pricing Supplement. Each Dealer has agreed not to offer, sell or deliver any Security or any interest therein or right in respect thereof, or to distribute or publish any circular, advertisement or any other offering material or document, to any person or in or from any country or jurisdiction except in such manner and in such circumstances as will result in compliance with all applicable laws, regulations and authorisations issued thereunder.

Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Securities or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any relevant time.

FORM OF PRICING SUPPLEMENT IN RELATION TO THE NOTES

Pricing Supplement

[LOGO, if document is printed]

[MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.]

[DBS TRUSTEE LIMITED
(in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)]

S$3,000,000,000

Multicurrency Medium Term Note Programme

SERIES NO: [●]

TRANCHE NO: [●]

[Brief Description and Amount of Notes]

Issue Price: [●] per cent.

[Publicity Name(s) of Dealer(s)]

[Issuing and Paying Agent/Registrar]
The Hongkong and Shanghai Banking Corporation Limited[, Singapore Branch]
[Level 30, HSBC Main Building
1 Queen's Road Central
Hong Kong/
21 Collyer Quay
#03-01 HSBC Main Building
Singapore 049320]

The date of this Pricing Supplement is [●].

MiFID II product governance / target market – [*appropriate target market legend to be included*]

This Pricing Supplement relates to the Tranche of Notes referred to above.

This Pricing Supplement, under which the Notes described herein (the "**Notes**") are issued, is supplemental to, and should be read in conjunction with, the Information Memorandum dated 29 June 2018 [as supplemented by the supplement(s) dated [●] and [●]] (the "**Information Memorandum**") issued in relation to the S$3,000,000,000 Multicurrency Medium Term Note Programme of Mapletree Commercial Trust Treasury Company Pte. Ltd. and DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")). Terms defined in the Information Memorandum have the same meaning in this Pricing Supplement. The Notes will be issued on the terms of this Pricing Supplement read together with the Information Memorandum. [DBS Trustee Limited (in its capacity as trustee of MCT)] [Each of Mapletree Commercial Trust Treasury Company Pte. Ltd. and DBS Trustee Limited (in its capacity as trustee of MCT) (in such capacity, the "**Guarantor**")] accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Information Memorandum, contains all information that is material in the context of the Programme, the issue and offering of the Notes [and the giving of the Guarantee] and that there are no other facts the omission of which in the context of the Programme, the issue and offering of the Notes [and the giving of the Guarantee] would make any such information misleading in a material respect.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

Where interest, discount income, prepayment fee, redemption premium or break cost 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, Chapter 134 of Singapore (the "**Income Tax Act**") shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

[MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.]/[DBS TRUSTEE LIMITED (in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)]

[Signed: ____________________ Signed: ____________________
Director Director/Secretary]

[DBS TRUSTEE LIMITED
(in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)

Signed: ____________________ Signed: ____________________
Authorised Signatory Authorised Signatory]

The terms of the Notes and additional provisions relating to their issue are as follows:
[Include whichever of the following apply]

1.	(a)	Issuer:	[Mapletree Commercial Trust Treasury Company Pte. Ltd./DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)]
	(b)	Guarantor:	[DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)/Not Applicable]
	(c)	Calculation Agent:	[●]
2.	Series No.:		[●]
3.	Tranche No.:		[●]
4.	Currency:		[●]
5.	Principal Amount of Series:		[●]
6.	Principal Amount of Tranche:		[●]
7.	Specified Denomination:		[●]
8.	Calculation Amount (if different from Specified Denomination):		[●]
9.	Issue Date:		[●]
10.	Redemption Amount (including early redemption):		[Specified Denomination/ [others]] [Specify early redemption amount if different from final redemption amount or if different from that set out in the Conditions]
11.	Interest Basis:		[Fixed Rate/Floating Rate/ Variable Rate/Hybrid/Zero Coupon]
12.	Interest Commencement Date:		[●]
13.	**Fixed Rate Note**		
	(a)	Maturity Date:	[●]
	(b)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(c)	Interest Payment Date(s):	[●]
	(d)	Initial Broken Amount:	[●]
	(e)	Final Broken Amount:	[●]
	(f)	Interest Rate:	[●] per cent. per annum

14. **Floating Rate Note**

	(a)	Redemption Month:	[month and year]
	(b)	Interest Determination Date:	[●] Business Days prior to the first day of each Interest Period
	(c)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(d)	Specified Number of Months (Interest Period):	[●]
	(e)	Specified Interest Payment Dates:	[●]
	(f)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ other (give details)]
	(g)	Benchmark:	[SIBOR, Swap Rate or other benchmark]
	(h)	Primary Source:	[Specify relevant screen page or "Reference Banks"]
	(i)	Reference Banks:	[Specify three]
	(j)	Relevant Time:	[●]
	(k)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(l)	Spread:	[+/-] [●] per cent. per annum
	(m)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]

15. **Variable Rate Note**

	(a)	Redemption Month:	[month and year]
	(b)	Interest Determination Date:	[●] Business Days prior to the first day of each Interest Period
	(c)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(d)	Specified Number of Months (Interest Period):	[●]
	(e)	Specified Interest Payment Dates:	[●]

(f)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ other (give details)]
(g)	Benchmark:	[SIBOR, Swap Rate or other benchmark]
(h)	Primary Source:	[Specify relevant screen page or "Reference Banks"]
(i)	Reference Banks:	[Specify three]
(j)	Relevant Time:	[●]
(k)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
(l)	Spread:	[+/-] [●] per cent. per annum

16. **Hybrid Note**

(a)	Fixed Rate Period:	[●]
(b)	Floating Rate Period:	[●]
(c)	Maturity Date:	[●]
(d)	Redemption Month:	[month and year]
(e)	Interest Determination Date:	[●] Business Days prior to the first day of each Interest Period
(f)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
(g)	Reference Date(s):	[●]
(h)	Initial Broken Amount:	[●]
(i)	Final Broken Amount:	[●]
(j)	Interest Rate:	[●] per cent. per annum
(k)	Specified Number of Months (Interest Period):	[●]
(l)	Specified Interest Payment Dates:	[●]
(m)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ other (give details)]
(n)	Benchmark:	[SIBOR, SWAP RATE or other benchmark]
(o)	Primary Source:	[specify relevant screen page or "Reference Banks"]
(p)	Relevant Time:	[●]

	(q)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(r)	Reference Banks:	[specify three]
	(s)	Spread:	[+/-] [●] per cent. per annum
	(t)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Hybrid Notes during the Floating Rate Period, if different from those set out in the Conditions:	[●]
17.	**Zero Coupon Note**		
	(a)	Maturity Date: Amortisation Yield:	[●]
	(b)	Any other formula/basis of	[●] per cent. per annum
	(c)	determining amount payable:	[●]
	(d)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(e)	Any amount payable under Condition 6(f) (Default interest on the Notes):	[●]
18.	Issuer's Redemption Option: Issuer's Redemption Option Period (Condition 6(d)):		[Yes/No] [Specify maximum and minimum number of days for notice period] [Specify Dates]
19.	Noteholders' Redemption Option: Noteholders' Redemption Option Period (Condition 6(e)):		[Yes/No] [Specify maximum and minimum number of days for notice period] [Specify Dates]
20.	Issuer's Purchase Option: Issuer's Purchase Option Period (Condition 6(b)):		[Yes/No] [Specify maximum and minimum number of days for notice period] [Specify Dates]
21.	Noteholders' VRN Purchase Option: Noteholders' VRN Purchase Option Period (Condition 6(c)(i)):		[Yes/No] [Specify maximum and minimum number of days for notice period] [Specify Dates]
22.	Noteholders' Purchase Option: Noteholders' Purchase Option Period (Condition 6(c)(ii)):		[Yes/No] [Specify maximum and minimum number of days for notice period] [Specify Dates]

23.	Redemption for Taxation Reasons:	[Yes/No] [on [insert other dates of redemption not on interest payment dates]]
24.	Form of Notes:	[Bearer/Registered] [Temporary Global Note exchangeable forDefinitive Notes/Temporary Global Note exchangeable for Permanent Global Note/ Permanent Global Note/Global Certificate]
25.	Additional Financial Centre(s):	[Not applicable/give details]
26.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. If yes, *give details*]
27.	Applicable TEFRA exemption:	[C Rules/D Rules/TEFRA not applicable]
28.	Listing:	[●]
29.	ISIN Code:	[●]
30.	Common Code:	[●]
31.	Clearing System(s):	[Not Applicable/Euroclear/ Clearstream, Luxembourg/ The Central Depository (Pte) Limited] [other clearing information]
32.	Depository:	[Common depositary for Euroclear/Clearstream, Luxembourg/The Central Depository (Pte) Limited/ others]
33.	Delivery:	Delivery [against/free of] payment
34.	Method of issue of Notes: Syndicated Issue]	[Individual Dealer/
35.	The following Dealer(s) [is/are] subscribing the Notes:	[insert legal name(s) of Dealer(s)]
36.	The aggregate principal amount of Notes issued has been translated in Singapore dollars at the rate of [●] producing a sum of (for Notes not denominated in Singapore dollars):	S$[●]
37.	Use of proceeds:	[●]
38.	Ratings:	[Not applicable/*give details*]
39.	Other terms:	[●]

Details of any additions or variations to terms and conditions of the Notes as set out in the Information Memorandum:

Any additions or variations to the selling restrictions:

FORM OF PRICING SUPPLEMENT IN RELATION TO THE PERPETUAL SECURITIES

Pricing Supplement

[LOGO, if document is printed]

[MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.]

[DBS TRUSTEE LIMITED
(in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)]

S$3,000,000,000

Multicurrency Medium Term Note Programme

SERIES NO: [●]

TRANCHE NO: [●]

[Brief Description and Amount of Perpetual Securities]

Issue Price: [●] per cent.

[Publicity Name(s) of Dealer(s)]

[Issuing and Paying Agent/Registrar]
The Hongkong and Shanghai Banking Corporation Limited[, Singapore Branch]
[Level 30, HSBC Main Building
1 Queen's Road Central
Hong Kong/
21 Collyer Quay
#03-01 HSBC Main Building
Singapore 049320]

The date of this Pricing Supplement is [●].

MiFID II product governance / target market — *[appropriate target market legend to be included]*

This Pricing Supplement relates to the Tranche of Perpetual Securities referred to above.

This Pricing Supplement, under which the Perpetual Securities described herein (the "**Perpetual Securities**") are issued, is supplemental to, and should be read in conjunction with, the Information Memorandum dated 29 June 2018 [as supplemented by the supplement(s) dated [●] and [●]] (the "**Information Memorandum**") issued in relation to the S$3,000,000,000 Multicurrency Medium Term Note Programme of Mapletree Commercial Trust Treasury Company Pte. Ltd. and DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust ("**MCT**")). Terms defined in the Information Memorandum have the same meaning in this Pricing Supplement. The Perpetual Securities will be issued on the terms of this Pricing Supplement read together with the Information Memorandum. [DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)] [Each of Mapletree Commercial Trust Treasury Company Pte. Ltd. and DBS Trustee Limited (in its capacity as trustee of MCT) (in such capacity, the "**Guarantor**")] accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Information Memorandum, contains all information that is material in the context of the Programme, the issue and offering of the Perpetual Securities [and the giving of the Guarantee] and that there are no other facts the omission of which in the context of the Programme, the issue and offering of the Perpetual Securities [and the giving of the Guarantee] would make any such information misleading in a material respect.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Perpetual Securities or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Perpetual 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) under the Income Tax Act, Chapter 134 of Singapore (the "**Income Tax Act**") shall not apply if such person acquires such Perpetual Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Perpetual Securities is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

[MAPLETREE COMMERCIAL TRUST TREASURY COMPANY PTE. LTD.]/[DBS TRUSTEE LIMITED (in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)]

[Signed: ______________________ Signed: ______________________
Director Director/Secretary]

[DBS TRUSTEE LIMITED
(in its capacity as trustee of MAPLETREE COMMERCIAL TRUST)

Signed: ______________________ Signed: ______________________
Authorised Signatory Authorised Signatory]

The terms of the Perpetual Securities and additional provisions relating to their issue are as follows:

[Include whichever of the following apply]

1.	(a) Issuer:	[Mapletree Commercial Trust Treasury Company Pte. Ltd./DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)]
	(b) [Guarantor:	DBS Trustee Limited (in its capacity as trustee of Mapletree Commercial Trust)/Not Applicable]
	(c) Calculation Agent:	[●]
2.	Series No.:	[●]
3.	Tranche No.:	[●]
4.	Currency:	[●]
5.	Principal Amount of Series:	[●]
6.	Principal Amount of Tranche:	[●]
7.	Specified Denomination:	[●]
8.	Calculation Amount (if different from Specified Denomination):	[●]
9.	Issue Date:	[●]
10.	Redemption Amount (including early redemption):	[Specified Denomination/ [others]] [Specify early redemption amount if different from final redemption amount or if different from that set out in the Conditions]
11.	Distribution Basis:	[Fixed Rate/Floating Rate]
12.	Distribution Commencement Date:	[●]
13.	**Fixed Rate Perpetual Security**	
	(a) Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(b) Distribution Payment Date(s):	[●]
	(c) Initial Broken Amount:	[●]
	(d) Final Broken Amount:	[●]
	(e) Distribution Rate:	[●] per cent. per annum
14.	**Floating Rate Perpetual Security**	
	(a) Distribution Determination Date:	[●] Business Days prior to the first day of each Distribution Period

	(b)	Day Count Fraction:	[●] [To insert 2000 or 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.]
	(c)	Specified Number of Months (Distribution Period):	[●]
	(d)	Specified Distribution Payment Dates:	[●]
	(e)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ other (give details)]
	(f)	Benchmark:	[SIBOR, Swap Rate or other benchmark]
	(g)	Primary Source:	[Specify relevant screen page or "Reference Banks"]
	(h)	Reference Banks:	[Specify three]
	(i)	Relevant Time:	[●]
	(j)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(k)	Spread:	[+/-] [●] per cent. per annum
	(l)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating distribution on Floating Rate Perpetual Securities, if different from those set out in the Conditions:	[●]
15.	Optional Payment		[●]
16.	Optional Distribution		[●]
17.	Dividend Stopper		[●]
18.	Dividend Pusher		[●]
19.	Non-Cumulative Deferral		[●]
20.	Cumulative Deferral		[●]
21.	Additional Distribution		[●]
22.	Issuer's Redemption Option: Issuer's Redemption Option Period (Condition 5(b)):		[Yes/No] [Specify maximum and minimum number of days for notice period]
23.	Redemption for Taxation Reasons: Issuer's Redemption Option Period (Condition 5(c)):		[Yes/No] [Specify maximum and minimum number of days for notice period]

24.	Redemption upon a Ratings Event: Issuer's Redemption Option Period (Condition 5(d)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
25.	Redemption for Accounting Reasons: Issuer's Redemption Option Period (Condition 5(e)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
26.	Redemption for Tax Deductibility: Issuer's Redemption Option Period (Condition 5(f)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
27.	Redemption for in the case of Minimal Outstanding Amount: Issuer's Redemption Option Period (Condition 5(g)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
28.	Redemption upon a Regulatory Event: Issuer's Redemption Option Period (Condition 5(h)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
29.	Redemption upon a Change of Control: Issuer's Redemption Option Period (Condition 5(i)):	[Yes/No] [Specify maximum and minimum number of days for notice period]
	Change of Control: Change of Control Margin:	*[To define]* [●]
30.	Redemption upon other events: [If yes, give details]	[Yes/No]
31.	Form of Perpetual Securities:	[Bearer/Registered] [Temporary Global Perpetual Security exchangeable for Definitive Perpetual Securities/Temporary Global Perpetual Security exchangeable for Permanent Global Perpetual Security/Permanent Global Perpetual Security/ Global Certificate]
32.	Additional Financial Centre(s):	[Not applicable/*give details*]
33.	Talons for future Coupons to be attached to Definitive Perpetual Securities	[Yes]
34.	Junior Obligations:	[Not applicable/*give details*]
35.	Parity Obligations:	[Not applicable/*give details*]
36.	Applicable TEFRA exemption:	[C Rules/D Rules/TEFRA not applicable]
37.	Listing:	[●]
38.	ISIN Code:	[●]
39.	Common Code:	[●]

40.	Clearing System(s):	[Not Applicable/Euroclear/ Clearstream, Luxembourg/ The Central Depository (Pte) Limited] [other clearing information]
41.	Depository:	[Common depositary for Euroclear/Clearstream, Luxembourg/The Central Depository (Pte) Limited/ others]
42.	Delivery:	Delivery [against/free of] payment
43.	Method of issue of Perpetual Securities:	[Individual Dealer/ Syndicated Issue]
44.	The following Dealer(s) [is/are] subscribing the Perpetual Securities:	[insert legal name(s) of Dealer(s)]
45.	The aggregate principal amount of Perpetual Securities issued has been translated in Singapore dollars at the rate of [●] producing a sum of (for Perpetual Securities not denominated in Singapore dollars):	S$[●]
46.	Use of proceeds:	[●]
47.	Ratings:	[Not Applicable/give details]
48.	Other terms:	[●]

Details of any additions or variations to terms and conditions of the Perpetual Securities as set out in the Information Memorandum:

Any additions or variations to the selling restrictions:

GENERAL AND OTHER INFORMATION

SHARE CAPITAL

1. (a) As at the date of this Information Memorandum, there is only one class of Units in MCT. The rights and privileges attached to the Units are stated in the MCT Trust Deed.

   (b) As at the date of this Information Memorandum, there is only one class of ordinary shares in MCTTCPL. The rights and privileges attached to the Shares are stated in the Articles of Association of MCTTCPL.

2. As at the Latest Practicable Date, the Units in issue are 2,885,761,306.

3. The issued share capital of MCTTCPL as at the date of this Information Memorandum is as follows:

Share Designation	Issued Share Capital (Number of Shares)	(S$)
Ordinary Shares	2	2.00

BORROWINGS

4. (a) On 21 June 2018, the MCT Manager announced that the MCT Trustee has entered into two committed revolving credit facilities of an aggregate of S$150,000,000, comprising a S$50,000,000 facility and a S$100,000,000 facility.

   (b) As at the Latest Practicable Date, apart from the foregoing and save as disclosed in Appendix III to this Information Memorandum, MCT had no other material borrowings or indebtedness in the nature of borrowings including bank overdrafts and liabilities under acceptances (other than normal trading bills) or acceptance credits, mortgages, charges, hire purchase commitments, guarantees or other material contingent liabilities.

CHANGES IN ACCOUNTING POLICIES

5. (a) On 25 May 2018, the MCT Manager announced that it will adopt Singapore Financial Reporting Standards (International) for the preparation of MCT's financial statements with effect from the financial year commencing on 1 April 2018.

   (b) Apart from the foregoing, there has been no significant change in the accounting policies of MCT since its audited financial accounts for the year ended 31 March 2018.

LITIGATION

6. There are no legal or arbitration proceedings pending or threatened against the Issuers, the Guarantor, MCT or any of their respective subsidiaries the outcome of which may have or have had during the 12 months prior to the date of this Information Memorandum a material adverse effect on the financial position of the Issuers, MCT or the Group.

MATERIAL ADVERSE CHANGE

7. There has been no material adverse change in the financial condition or operations of MCTTCPL since 31 March 2018, or the financial condition or operations of MCT or the Group since 31 March 2018.

DOCUMENTS AVAILABLE FOR INSPECTION

8. Copies of the following documents may be inspected at the registered office of the MCT Manager at 10 Pasir Panjang Road, #13-01 Mapletree Business City, Singapore 117438 during normal business hours by prior appointment for a period of six months from the date of this Information Memorandum:

   (a) the Memorandum and Articles of Association of MCTTCPL;

   (b) the MCT Trust Deed;

   (c) the Trust Deed;

   (d) the audited consolidated financial statements of MCT and its subsidiary for the financial year from 1 April 2016 to 31 March 2017; and

   (e) the audited consolidated financial statements of MCT and its subsidiary for the financial year from 1 April 2017 to 31 March 2018.

FUNCTIONS, RIGHTS AND OBLIGATIONS OF THE TRUSTEE

9. The functions, rights and obligations of the Trustee are set out in the Trust Deed.

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF MAPLETREE COMMERCIAL TRUST AND ITS SUBSIDIARY FOR THE FINANCIAL YEAR FROM 1 APRIL 2016 TO 31 MARCH 2017

The information in this Appendix III has been extracted and reproduced from the audited consolidated financial statements of the Group for the financial year from 1 April 2016 to 31 March 2017 and has not been specifically prepared for inclusion in this Information Memorandum.

Report of The Trustee

For the financial year ended 31 March 2017

DBS Trustee Limited (the "Trustee") is under a duty to take into custody and hold the assets of Mapletree Commercial Trust ("MCT") and its subsidiary (the "Group") in trust for the holders of units in MCT ("Unitholders"). In accordance with the Securities and Futures Act (Cap. 289), its subsidiary legislation and the Code on Collective Investment Schemes, the Trustee shall monitor the activities of Mapletree Commercial Trust Management Ltd. (the "Manager") for compliance with the limitations imposed on the investment and borrowing powers as set out in the Trust Deed 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 MCT and the Group during the period covered by these financial statements, set out on pages 104 to 159, 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
Director

Singapore, 25 April 2017

Statement by The Manager

For the financial year ended 31 March 2017

In the opinion of the directors of Mapletree Commercial Trust Management Ltd., the accompanying financial statements of Mapletree Commercial Trust ("MCT") and its subsidiary (the "Group") as set out on pages 104 to 159, comprising the Statements of Financial Position and Portfolio Statement of MCT and the Group as at 31 March 2017, the Statements of Total Return, Distribution Statements and Statements of Movements in Unitholders' Funds of MCT and the Group, the Consolidated Statement of Cash Flows of the Group and Notes to the Financial Statements for the year then ended are drawn up so as to present fairly, in all material respects, the financial position of MCT and of the Group as at 31 March 2017 and the total return, amount distributable and movements of Unitholders' funds of MCT and the Group and consolidated cash flows of the Group for the year then ended 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. At the date of this statement, there are reasonable grounds to believe that MCT and the Group will be able to meet its financial obligations as and when they materialise.

For and on behalf of the Manager
Mapletree Commercial Trust Management Ltd.

Lim Hwee Li
Director

Singapore, 25 April 2017

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

Our opinion

In our opinion, the accompanying consolidated financial statements of Mapletree Commercial Trust ("MCT") and its subsidiary (the "Group") and the Statement of Total Return, Statement of Financial Position, Distribution Statement, Statement of Movement in Unitholders' Funds and Portfolio Statement of MCT are properly drawn up 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, so as to present fairly, in all material respects, the consolidated financial position of the Group and the financial position of MCT as at 31 March 2017 and the consolidated financial performance of the Group and the financial performance of MCT, the consolidated amount distributable of the Group and the amount distributable of MCT, the consolidated movements of unitholders' funds of the Group and movements in unitholders' funds of MCT, the consolidated portfolio holdings of the Group and portfolio holdings of MCT and the consolidated cash flows of the Group for the financial year ended on that date.

What we have audited

The financial statements of MCT and the Group comprise:
- the statements of total return of the Group and MCT for the financial year ended 31 March 2017;
- the statements of financial position of the Group and MCT as at 31 March 2017;
- the distribution statements of the Group and MCT for the financial year ended 31 March 2017;
- the consolidated statement of cash flows of the Group for the financial year ended 31 March 2017;
- the statements of movements in unitholders' funds for the Group and MCT for the financial year ended 31 March 2017;
- the portfolio statement for the Group and MCT for the financial year ended 31 March 2017; and
- the notes to the financial statements, including a summary of significant accounting policies.

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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

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.

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 for the financial year ended 31 March 2017. 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.

Key Audit Matter	How our audit addressed the Key Audit Matter
Investment properties Refer to Note 12 (Investment Properties) to the financial statements. Valuation of investment properties	
As at 31 March 2017, the carrying value of the Group's investment properties of $6.3 billion accounted for 98.9% of the Group's total assets. This includes Mapletree Business City I which the Group acquired on 25 August 2016 for a consideration of $1,780.0 million. The valuation of the investment properties is a key audit matter due to the significant judgement in the key inputs used in the valuation techniques. These key inputs include, capitalisation rates and discount rates and are dependent on the nature of each investment property and the prevailing market conditions.	Our audit procedures included the following: • assessed the competence, capabilities and objectivity of the external valuers engaged by the Group; • obtained an understanding of the techniques used by the external valuers in determining the valuations of individual investment properties; • discussed the critical assumptions made by the external valuers for the key inputs used in the valuation techniques; • tested the integrity of information, including underlying lease and financial information provided to the external valuers; • assessed the reasonableness of the adjusted capitalisation rates and discount rates by benchmarking these against those of comparable properties and prior year inputs; and • assessed the reasonableness of the fair value gain recognised for Mapletree Business City I from the acquisition date. We have also assessed the adequacy of the disclosures relating to the assumptions, as we consider them as likely to be significant to users of the financial statements given the estimation uncertainty and sensitivity of the valuations. We found the external valuer to be a member of recognised bodies for professional valuers. We also found that the valuation techniques used were appropriate in the context of the Group's investment properties and the critical assumptions used for the key inputs were within the range of market data.

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

Other Information

The Manager is responsible for the other information. The other information comprises the information included in the Report of the Trustee, and Statement by the Manager (but does not include the financial statements and our auditor's report thereon) which we obtained prior to the date of this auditor's report, and other sections of MCT's Report to Unitholders 2017 ("Other Sections"), which are 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 auditor's 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 Other Sections, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with SSAs.

Responsibilities of the Manager and those charged with governance for the Financial Statements

The Manager is responsible for the preparation and fair presentation of these financial statements 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 for such internal control 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 the Group's operations, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these 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 control.

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

- Obtain an understanding of internal control 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 control.
- 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 auditor's 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 auditor's 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 financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with 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 to 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 auditor's report unless law or regulation precludes 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 auditor's report is Yeow Chee Keong.

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants

Singapore, 25 April 2017

Statements of Total Return

For the financial year ended 31 March 2017

		Group		MCT	
		2017	2016	**2017**	2016
	Note	**$'000**	$'000	**$'000**	$'000
Gross revenue	3	**377,747**	287,761	**377,747**	287,761
Property operating expenses	4	**(85,441)**	(67,048)	**(85,441)**	(67,048)
Net property income		**292,306**	220,713	**292,306**	220,713
Finance income		**463**	470	**463**	470
Finance expenses	5	**(54,168)**	(39,727)	**(54,168)**	(39,727)
Manager's management fees					
- Base fees		**(13,887)**	(10,761)	**(13,887)**	(10,761)
- Performance fees		**(11,692)**	(8,829)	**(11,692)**	(8,829)
Trustee's fees		**(706)**	(581)	**(706)**	(581)
Other trust expenses	6	**(1,445)**	(1,454)	**(1,451)**	(1,461)
Foreign exchange loss		**(4,541)**	(4,664)	**(4,541)**	(4,664)
Net income		**206,330**	155,167	**206,324**	155,160
Net change in fair value of financial derivatives		**4,205**	3,626	**4,205**	3,626
Fair value gains on investment properties	12	**135,305**	139,917	**135,305**	139,917
Total return for the financial year before income tax		**345,840**	298,710	**345,834**	298,703
Income tax expense	7(a)	**(*)**	(*)	**-**	-
Total return for the financial year after income tax before distribution		**345,840**	298,710	**345,834**	298,703
Earnings per unit (cents)					
- Basic	8	**13.32**	13.98[1]		
- Diluted	8	**13.32**	13.98[1]		

* Amount is less than $1,000

[1] The figures have been restated for the effect of the preferential offering undertaken by MCT on 25 August 2016.

The accompanying notes form an integral part of these financial statements.

Statements of Financial Position

As at 31 March 2017

		Group		MCT	
		2017	2016	**2017**	2016
	Note	**$'000**	$'000	**$'000**	$'000
ASSETS					
Current assets					
Cash and cash equivalents	9	**53,907**	63,589	**53,874**	63,564
Trade and other receivables	10	**2,971**	5,037	**2,974**	5,037
Other current assets	11	**420**	1,044	**420**	1,044
Derivative financial instruments	15	**-**	35	**-**	35
		57,298	69,705	**57,268**	69,680
Non-current assets					
Investment properties	12	**6,337,000**	4,341,800	**6,337,000**	4,341,800
Plant and equipment	13	**161**	154	**161**	154
Investment in subsidiary	14	**-**	-	*****	*
Derivative financial instruments	15	**11,194**	3,520	**11,194**	3,520
		6,348,355	4,345,474	**6,348,355**	4,345,474
Total assets		**6,405,653**	4,415,179	**6,405,623**	4,415,154
LIABILITIES					
Current liabilities					
Derivative financial instruments	15	**388**	-	**388**	-
Trade and other payables	16	**71,458**	51,798	**71,457**	51,796
Borrowings	17	**-**	354,798	**-**	354,798
Current income tax liabilities	7(c)	*****	5,111	**-**	5,111
		71,846	411,707	**71,845**	411,705
Non-current liabilities					
Derivative financial instruments	15	**4,906**	1,048	**4,906**	1,048
Other payables	16	**41,694**	41,727	**41,694**	41,727
Borrowings	17	**2,329,754**	1,196,721	**1,583,079**	713,742
Loans from a subsidiary	17	**-**	-	**746,675**	482,979
		2,376,354	1,239,496	**2,376,354**	1,239,496
Total liabilities		**2,448,200**	1,651,203	**2,448,199**	1,651,201
NET ASSETS ATTRIBUTABLE TO UNITHOLDERS		**3,957,453**	2,763,976	**3,957,424**	2,763,953
Represented by:					
Unitholders' funds		**3,957,453**	2,763,976	**3,957,424**	2,763,953
UNITS IN ISSUE ('000)	18	**2,871,143**	2,130,003	**2,871,143**	2,130,003
NET ASSET VALUE PER UNIT ($)		**1.38**	1.30	**1.38**	1.30

* Amount is less than $1,000

The accompanying notes form an integral part of these financial statements.

Distribution Statements

For the financial year ended 31 March 2017

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Amount available for distribution to Unitholders at the beginning of year	**78,318**	77,447	**78,318**	77,447
Total return for the year after income tax before distribution	**345,840**	298,710	**345,834**	298,703
Adjustment for net effect of non-tax deductible/(chargeable) items and other adjustments (Note A)	**(118,597)**	(126,209)	**(118,591)**	(126,202)
Amount available for distribution	**305,561**	249,948	**305,561**	249,948
Distribution to Unitholders:				
Distribution of 2.02 cents per unit for the period from 1 January 2016 to 31 March 2016	**(43,026)**	-	**(43,026)**	-
Distribution of 2.03 cents per unit for the period from 1 April 2016 to 30 June 2016	**(43,325)**	-	**(43,325)**	-
Distribution of 0.74 cents per unit for the period from 1 July 2016 to 3 August 2016	**(15,794)**	-	**(15,794)**	-
Distribution of 1.31 cents per unit for the period from 4 August 2016 to 30 September 2016	**(37,580)**	-	**(37,580)**	-
Distribution of 2.28 cents per unit for the period from 1 October 2016 to 31 December 2016	**(65,430)**	-	**(65,430)**	-
Distribution of 2.00 cents per unit for the period from 1 January 2015 to 31 March 2015	**-**	(42,239)	**-**	(42,239)
Distribution of 2.01 cents per unit for the period from 1 April 2015 to 30 June 2015	**-**	(42,505)	**-**	(42,505)
Distribution of 2.02 cents per unit for the period from 1 July 2015 to 30 September 2015	**-**	(42,769)	**-**	(42,769)
Distribution of 2.08 cents per unit for the period from 1 October 2015 to 31 December 2015	**-**	(44,117)	**-**	(44,117)
Total Unitholders' distribution	**(205,155)**	(171,630)	**(205,155)**	(171,630)
Amount available for distribution to Unitholders at end of the year	**100,406**	78,318	**100,406**	78,318

The accompanying notes form an integral part of these financial statements.

Distribution Statements

For the financial year ended 31 March 2017

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Note A:				
Adjustment for net effect of non-tax deductible/(chargeable) items and other adjustments comprise:				
Major non-tax deductible/(chargeable) items:				
- Management fees paid/payable in units	**12,789**	9,795	**12,789**	9,795
- Trustee's fees	**706**	581	**706**	581
- Financing fees	**2,139**	1,906	**2,139**	1,906
- Net change in fair value of financial derivatives	**(4,205)**	(3,626)	**(4,205)**	(3,626)
- Fair value gains on investment properties	**(135,305)**	(139,917)	**(135,305)**	(139,917)
- Unrealised foreign exchange loss	**4,541**	4,664	**4,541**	4,664
- Other non-tax deductible items and other adjustments	**738**	388	**744**	395
	(118,597)	(126,209)	**(118,591)**	(126,202)

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the financial year ended 31 March 2017

	Note	2017 $'000	2016 $'000
Cash flows from operating activities			
Total return for the financial year after income tax before distribution		**345,840**	298,710
Adjustments for:			
- Income tax expense	7(a)	*****	*
- Depreciation	13	**45**	28
- Impairment of trade receivables	21(c)(ii)	**1**	1
- Unrealised foreign exchange loss		**4,541**	4,664
- Fair value gains on investment properties	12	**(135,305)**	(139,917)
- Net change in fair value of financial derivatives		**(4,205)**	(3,626)
- Finance income		**(463)**	(470)
- Finance expenses	5	**54,168**	39,727
- Manager's management fees paid/payable in units		**12,789**	9,795
		277,411	208,912
Change in working capital:			
- Trade and other receivables		**2,078**	55
- Other current assets		**(55)**	(39)
- Trade and other payables		**13,248**	3,797
Cash generated from operations		**292,682**	212,725
Excess income tax provision refunded to private trust unitholder	7(c)	**(5,111)**	-
Income tax paid	7(c)	**(*)**	(*)
Net cash provided by operating activities		**287,571**	212,725
Cash flows from investing activities			
Additions to investment properties		**(18,496)**	(7,373)
Acquisition of investment properties[1]		**(1,834,594)**	-
Additions of plant and equipment		**(111)**	-
Finance income received		**451**	462
Net cash used in investing activities		**(1,852,750)**	(6,911)
Cash flows from financing activities			
Proceeds from borrowings		**1,004,800**	271,500
Repayments of borrowings		**(487,700)**	(271,500)
Proceeds from issuance of notes		**260,000**	-
Payments of financing expenses		**(4,397)**	(2,125)
Payment of distribution to Unitholders[2]		**(201,507)**	(156,837)
Finance expenses paid		**(49,265)**	(38,131)
Payments of transaction costs related to the issuance of new units		**(10,717)**	-
Proceeds from issuance of new units		**1,044,283**	-
Net cash provided by/(used in) financing activities		**1,555,497**	(197,093)
Net (decrease)/increase in cash and cash equivalents		**(9,682)**	8,721
Cash and cash equivalents			
Beginning of financial year		**63,589**	54,868
End of financial year	9	**53,907**	63,589

1 The amount excludes the payment of acquisition fees paid to the Manager by way of issuance of units.
2 The amount excludes the distribution by way of issuance of units pursuant to the Distribution Reinvestment Plan.
* Amount is less than $1,000

The accompanying notes form an integral part of these financial statements.

Statements of Movements in Unitholders' Funds

For the financial year ended 31 March 2017

		Group		MCT	
		2017	2016	**2017**	2016
	Note	**$'000**	$'000	**$'000**	$'000
OPERATIONS					
Balance at beginning of year		**835,649**	708,569	**835,626**	708,553
Total return for the year		**345,840**	298,710	**345,834**	298,703
Distributions to Unitholders		**(205,155)**	(171,630)	**(205,155)**	(171,630)
Balance at end of year		**976,334**	835,649	**976,305**	835,626
UNITHOLDERS' CONTRIBUTION					
Balance at beginning of year		**1,928,144**	1,903,661	**1,928,144**	1,903,661
Movement during the year					
- Issue of new units pursuant to Distribution Reinvestment Plan		**3,648**	14,793	**3,648**	14,793
- Manager's management fees paid in units		**7,446**	9,690	**7,446**	9,690
- Manager's acquisition fees paid in units		**8,900**	-	**8,900**	-
- Issue of new units pursuant to private placement		**529,075**	-	**529,075**	-
- Issue of new units pursuant to preferential offering		**515,208**	-	**515,208**	-
Issue costs		**(10,673)**	-	**(10,673)**	-
Balance at end of year		**2,981,748**	1,928,144	**2,981,748**	1,928,144
HEDGING RESERVE					
Balance at beginning of year		**183**	4,797	**183**	4,797
Changes in fair value		**(812)**	(4,614)	**(812)**	(4,614)
Balance at end of year	19	**(629)**	183	**(629)**	183
Total Unitholders' funds at the end of the year		**3,957,453**	2,763,976	**3,957,424**	2,763,953

The accompanying notes form an integral part of these financial statements.

Portfolio Statement

As at 31 March 2017

Property name	Acquisition date	Tenure of land	Term of lease[1]	Remaining term of lease	Location
VivoCity	N.A[2]	Leasehold	99 years	79 years	1 HarbourFront Walk VivoCity Singapore
Mapletree Business City I ("MBC I")	25 August 2016[3]	Leasehold	99 years	79 years	10, 20, 30 Pasir Panjang Road Singapore
PSA Building (excludes 17th-21st, 33rd and 39th storeys)	27 April 2011[3]	Leasehold	99 years	79 years	460 Alexandra Road PSA Building Singapore
Mapletree Anson	4 February 2013[3]	Leasehold	99 years	89 years	60 Anson Road Mapletree Anson Singapore
Bank of America Merrill Lynch HarbourFront ("MLHF")	27 April 2011[3]	Leasehold	99 years	79 years	2 HarbourFront Place Bank of America Merrill Lynch HarbourFront Singapore
Gross revenue / Investment properties - Group					
Other assets and liabilities (net) - Group					
Net assets attributable to Unitholders - Group					

Notes:

1 Refers to the leasehold tenure of the land.

2 VivoCity was owned and developed by MCT prior to Listing Date.

3 MBC I, PSA Building, Mapletree Anson and MLHF were acquired from Mapletree Business City Pte. Ltd. ("MBCPL"), Heliconia Realty Pte. Ltd., Mapletree Anson Pte. Ltd. and HarbourFront Place Pte. Ltd. respectively, which are direct and indirect wholly-owned subsidiaries of Mapletree Investments Pte Ltd.

Investment properties comprise a portfolio of commercial buildings that are leased to related and non-related parties under operating leases.

The carrying amounts of the investment properties were based on independent valuations as at 31 March 2017 conducted by Knight Frank Pte. Ltd. ("Knight Frank") for VivoCity, Edmund Tie and Company (SEA) Pte Ltd ("ETC") for MBC I and CBRE Pte. Ltd. ("CBRE") for PSA Building, Mapletree Anson and MLHF. Knight Frank, ETC and CBRE have appropriate professional qualifications and experience in the location and category of the properties being valued. The valuations of the investment properties were based on the income capitalisation method and discounted cash flow method.

The accompanying notes form an integral part of these financial statements.

Gross revenue for the financial year ended 31/03/2017 $'000	Gross revenue for the financial year ended 31/03/2016 $'000	Occupancy rate as at 31/03/2017 %	Occupancy rate as at 31/03/2016 %	At valuation as at 31/03/2017 $'000	At valuation as at 31/03/2016 $'000	Percentage of total net assets attributable to Unitholders as at 31/03/2017 %	Percentage of total net assets attributable to Unitholders as at 31/03/2016 %
200,856	191,165	99.0	99.6	2,741,000	2,597,000	69.3	94.0
74,762	-	99.0	-	1,853,000	-	46.8	-
49,732	47,924	98.3	92.8	735,000	740,800	18.6	26.8
34,451	30,181	100.0	91.0	690,000	690,000	17.4	25.0
17,946	18,491	79.2	100.0	318,000	314,000	8.0	11.3
377,747	287,761			6,337,000	4,341,800	160.1	157.1
				(2,379,547)	(1,577,824)	(60.1)	(57.1)
				3,957,453	2,763,976	100.0	100.0

Notes to the Financial Statements

For the financial year ended 31 March 2017

These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

1. GENERAL

Mapletree Commercial Trust ("MCT") is a Singapore-domiciled Real Estate Investment Trust constituted pursuant to the trust deed dated 25 August 2005 (as amended) (the "Trust Deed") between Mapletree Investments Pte Ltd and VivoCity Pte. Ltd.. The Trust Deed is governed by the laws of the Republic of Singapore.

Mapletree Commercial Trust Management Ltd. (the "Manager") replaced Mapletree Investments Pte Ltd as manager of MCT and DBS Trustee Limited (the "Trustee") replaced VivoCity Pte. Ltd. as trustee of MCT on 4 April 2011 respectively.

MCT was formally admitted to the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") on 27 April 2011 ("Listing Date") and was approved for inclusion under the Central Provident Fund Investment Scheme.

The principal investment activity of MCT is to invest directly or indirectly, in a diversified portfolio of properties with the primary objective of achieving an attractive level of return from rental income and for long-term capital growth.

MCT's current portfolio comprises 5 properties located in Singapore:

(a) VivoCity, Singapore's largest mall located in the HarbourFront precinct;

(b) MBC I, a large-scale integrated office and business park complex in the Alexandra precinct comprising an office tower and three business park blocks;

(c) PSA Building, an established integrated development in the Alexandra precinct with a 40-storey office block and a three-storey retail centre, Alexandra Retail Centre;

(d) Mapletree Anson, a 19-storey premium office building located in Singapore's Central Business District; and

(e) MLHF, a premium six-storey office building in the HarbourFront precinct.

MCT has entered into several service agreements in relation to the management of MCT and its property operations. The fee structures of these services are as follows:

(a) Trustee's fees

The Trustee's fee shall not exceed 0.1% per annum of the value of all the assets of the Group ("Deposited Property") (subject to a minimum of $12,000 per month) or such higher percentage as may be fixed by an Extraordinary Resolution of a meeting of Unitholders. The Trustee's fees are payable monthly in arrears out of the Deposited Property of the Group. The Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Trust Deed.

Based on the current arrangement between the Manager and the Trustee, the Trustee's fees are charged on a scaled basis of up to 0.02% per annum of the value of the Deposited Property (subject to a minimum of $12,000 per month).

1. GENERAL (continued)

(b) Manager's Management fees

Pursuant to the Trust Deed, the Manager is entitled to receive the following remuneration:

(i) a base fee not exceeding 0.25% per annum of the value of the Group's Deposited Property or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders; and

(ii) a performance fee of 4.0% per annum of the Group's net property income ("NPI") or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders.

The management fees payable to the Manager shall be paid in the form of cash and/or units. The base fees and performance fees paid in cash and/or units are paid quarterly and annually, in arrears respectively. The Manager has elected to receive 50% of its management fees in units and the balance in cash.

(c) Acquisition and Divestment fees

The Manager is entitled to receive the following fees:

(i) an acquisition fee not exceeding 1.0% of the acquisition price of the real estate or real estate-related assets acquired directly or indirectly, through one or more special purpose vehicles ("SPVs") of MCT, pro-rated if applicable to the proportion of MCT's interest. For the purpose of this acquisition fee, real estate-related assets include all classes and types of securities relating to real estate; and

(ii) a divestment fee not exceeding 0.5% of the sale price of the real estate or real estate-related assets disposed, pro-rated if applicable to the proportion of MCT's interest. For the purpose of this divestment fee, real estate-related assets include all classes and types of securities relating to real estate.

The acquisition and divestment fees shall be paid in the form of cash and/or units and are payable as soon as practicable after completion of the respective acquisition or disposal.

1. GENERAL (continued)

(d) Fees under the Property Management Agreement

(i) Property management fees

Under the property management agreement, the property management fees to be paid to Mapletree Commercial Property Management Pte. Ltd. (the "Property Manager"), for each fiscal year (as defined in the Property Management Agreement), are as follows:

- 2.0% per annum of Gross Revenue for the properties;
- 2.0% per annum of the NPI for the properties (calculated before accounting for the property management fee in that financial period); and
- 0.5% per annum of the NPI for the relevant property (calculated before accounting for the property management fee in that financial period) in lieu of leasing commissions otherwise payable to the Property Manager and/or third party agents.

The property management fees are payable to the Property Manager monthly in arrears and in the form of cash.

(ii) Project management fees

The Trustee will pay the Property Manager, for each development or redevelopment of a property located in Singapore, a project management fee subject to:

- a limit of up to 3.0% of the total construction costs; and
- an opinion issued by an independent quantity surveyor, to be appointed by the Trustee upon recommendation by the Manager, that the agreed project management fee is within market norms and reasonable range.

The project management fee is payable to the Property Manager in the form of cash.

2. SIGNIFICANT ACCOUNTING POLICIES

2.1 Basis of preparation

The financial statements have been prepared in accordance with the Statement of Recommended Accounting Practice 7 ("RAP 7") "Reporting Framework for Unit Trusts" issued by the Institute of Singapore Chartered Accountants ("ISCA"), the applicable requirements of the Code on Collective Investment Schemes ("CIS") issued by Monetary Authority of Singapore ("MAS") and the provisions of the Trust Deed. RAP 7 requires that accounting policies adopted should generally comply with the principles relating to recognition and measurement of the Singapore Financial Reporting Standards ("FRS").

These financial statements, which are expressed in Singapore Dollars ("SGD") and rounded to the nearest thousand, unless otherwise stated, have been prepared under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of financial statements in conformity with RAP 7 requires management to exercise its judgement, and make estimates and assumptions in the process of applying the Group's accounting policies. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

The area involving a higher degree of judgement or complexity, where estimates and assumptions are significant to the financial statements, and where uncertainty has the most significant risk of resulting in a material adjustment within the next financial year is included in Note 12 – Investment properties.

Interpretations and amendments to published standards effective in 2016

On 1 April 2016, the Group adopted the new or amended FRS and Interpretations to FRS ("INT FRS") that are mandatory for application for the financial year. Changes to the Group's accounting policies have been made as required, in accordance with the relevant transitional provisions in the respective FRS and INT FRS.

The adoption of these new or amended FRS and INT FRS did not result in substantial changes to the accounting policies of the Group and MCT and had no material effect on the amounts reported for the current year or prior financial years.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.2 Revenue recognition

Revenue comprises the fair value of the consideration received or receivable for the rendering of services and is presented net of goods and services tax, rebates and discounts.

The Group recognises revenue when the amount of revenue and related cost can be reliably measured, it is probable that the collectability of the related receivables is reasonably assured and when the specific criteria for each of the Group's activities are met as follows:

(a) Rental income and service charges from operating leases

The Group classifies the leases of its investment properties as operating leases as the Group retains substantially all risks and rewards incidental to ownership.

Rental income and service charges from operating leases are recognised on a straight-line basis over the term of the lease, except where an alternative basis is more representative of the pattern of benefits to be derived from the leased assets.

Contingent rents, which includes gross turnover rental, are recognised as income in the Statements of Total Return when earned and when the amount can be measured reliably.

(b) Car parking income

Car parking income from the operation of car parks is recognised when the services are rendered.

(c) Finance income

Finance income is recognised on a time proportion basis using the effective interest method.

2.3 Expenses

(a) Property operating expenses

Property operating expenses are recognised on an accrual basis. Included in property operating expenses are property management fees which are based on the applicable formula stipulated in Note 1(d).

(b) Manager's management fees

Manager's management fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(b).

(c) Trustee's fees

Trustee's fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(a).

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.4 Borrowing costs

Borrowing costs are recognised in the Statements of Total Return using the effective interest method, except for those costs that are directly attributable to the construction or development of properties.

The actual borrowing costs on borrowings used to finance the construction or development of properties incurred during the period up to the issuance of the temporary occupation permit less any investment income on temporary investment of these borrowings, are capitalised in the cost of the property under development. Borrowing costs on general borrowings are capitalised by applying a capitalisation rate to construction or development expenditures that are financed by general borrowings.

No such borrowing costs on construction or development of properties have been incurred during the financial period.

2.5 Income taxes

Current income tax for current and prior periods are recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the reporting date.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred income tax arises from the initial recognition of an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable profit or loss at the time of the transaction.

A deferred income tax liability is recognised on temporary differences arising on investments in subsidiary, except where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences can be utilised.

Deferred income tax assets and liabilities are measured:

(i) at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the reporting date; and

(ii) based on the tax consequence that will follow from the manner in which the Group expects, at the reporting date, to recover or settle the carrying amounts of its assets and liabilities.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.5 Income taxes (continued)

Current and deferred income taxes are recognised as income or expenses in the Statements of Total Return, except to the extent that the tax arises from a transaction which is recognised directly in equity.

The Inland Revenue Authority of Singapore ("IRAS") has issued a tax ruling on the taxation of MCT for the income earned and expenditure incurred after its listing on the SGX-ST. Subject to meeting the terms and conditions of the tax rulings which include a distribution of at least 90% of the taxable income of MCT, the Trustee will not be taxed on the portion of taxable income of MCT that is distributed to Unitholders. Any portion of the taxable income that is not distributed to Unitholders will be taxed on the Trustee. In the event that there are subsequent adjustments to the taxable income when the actual taxable income of MCT is finally agreed with the IRAS, such adjustments are taken up as an adjustment to the taxable income for the next distribution following the agreement with the IRAS.

Although MCT is not taxed on its taxable income distributed, the Trustee and the Manager are required to deduct income tax at the applicable corporate tax rate from the distributions of such taxable income of MCT (i.e. which has not been taxed in the hands of the Trustee) to certain Unitholders. The Trustee and the Manager will not deduct tax from the distributions made out of MCT's taxable income to the extent that the beneficial Unitholder is:

- An individual (excluding partnerships);
- A tax resident Singapore-incorporated company;
- A non-corporate entity (excluding partnerships) registered or constituted in Singapore (e.g. town council, statutory board, registered charity, registered co-operative society, registered trade union, management corporation, club and trade and industry association);
- A branch of company incorporated outside Singapore; and
- Unitholders which are international organisations that are exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Cap. 145).

The above tax transparency ruling does not apply to gains from sale of real properties. Such gains, if they are considered as 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 gains without tax being deducted at source.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.6 Group accounting

(a) Subsidiary

(i) Consolidation

A subsidiary is an entity (including structured entity) over which the Group has control. The Group controls an entity when the Group 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. A subsidiary is fully consolidated from the date on which control is transferred to the Group. It is deconsolidated from the date on which control ceases.

In preparing the consolidated financial statements of the Group, transactions, balances and unrealised gains on transactions between group entities are eliminated. Unrealised losses are also eliminated but are considered an impairment indicator of the asset transferred. Accounting policies of MCT's subsidiary has been changed where necessary to ensure consistency with the policies adopted by the Group.

(ii) Acquisitions of business

The acquisition method of accounting is used to account for business combinations by the Group.

The consideration transferred for the business acquisition of a subsidiary comprises the fair value of the assets transferred, the liabilities incurred and the equity interests issued by the Group. The consideration transferred also includes the fair value of any contingent consideration arrangement and the fair value of any pre-existing equity interest in the subsidiary.

Acquisition-related costs are expensed as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date.

On an acquisition-by-acquisition basis, the Group recognises any non-controlling interest in the acquiree at the date of acquisition either at fair value or at the non-controlling interest's proportionate share of the acquiree's identifiable net assets.

The excess of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the identifiable net assets acquired is recorded as goodwill.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.6 Group accounting (continued)

(a) Subsidiary (continued)

(iii) Disposals

When a change in the Group's ownership interest in a subsidiary results in a loss of control over the subsidiary, the assets and liabilities of the subsidiary including any goodwill are derecognised. Amounts previously recognised in other comprehensive income in respect of that entity are also reclassified to Statements of Total Return or transferred directly to Unitholders' funds if required by a specific Standard.

Any retained equity interest in the entity is remeasured at fair value. The difference between the carrying amount of the retained interest at the date when control is lost and its fair value is recognised in Statements of Total Return.

Please refer to Note 2.11 "Investment in subsidiary" for the accounting policy on investments in subsidiary in the financial statements of MCT.

(b) Transactions with non-controlling interests

Changes in the Group's ownership interest in a subsidiary that do not result in a loss of control over the subsidiary are accounted for as transactions with equity owners of MCT. Any difference between the change in the carrying amounts of the non-controlling interest and the fair value of the consideration paid or received is recognised within equity attributable to the Unitholders of MCT.

2.7 Cash and cash equivalents

For the purpose of presentation in the consolidated statement of cash flows, cash and cash equivalents include cash on hand and deposits with financial institutions which are subject to an insignificant risk of change in value.

2.8 Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are presented as current assets, except for those expected to be realised later than 12 months after the reporting date, which are presented as non-current assets. Loans and receivables include "cash and cash equivalents", "trade and other receivables" and deposits presented in "other current assets" in the Statements of Financial Position.

These loans and receivables are initially recognised at fair value plus transaction cost and subsequently carried at amortised cost using the effective interest method, less accumulated impairment losses.

Loans and receivables are assessed at each reporting date whether there is objective evidence that these financial assets are impaired and recognises an allowance for impairment when such evidence exists.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.8 Loans and receivables (continued)

Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy, and default or significant delay in payments are objective evidence that these financial assets are impaired.

The carrying amount of these loans and receivables are reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. When the asset becomes uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognised against the same line item in the Statements of Total Return.

The allowance for impairment loss account is reduced through the Statements of Total Return in a subsequent period when the amount of impairment loss decreases and the related decrease can be objectively measured. The carrying amount of the asset previously impaired is increased to the extent that the new carrying amount does not exceed the amortised cost had no impairment been recognised in prior periods.

2.9 Investment properties

Investment properties for the Group are held for long-term rental yields and/or for capital appreciation.

Investment properties are accounted for as non-current assets and are initially recognised at cost and subsequently carried at fair value. The investment properties are valued by independent registered valuers at least once a year in accordance with the CIS. Changes in fair value are recognised in the Statements of Total Return.

Investment properties are subject to renovations or improvements from time to time. The costs of major renovations and improvements are capitalised while the carrying amounts of replaced components are recognised in the Statements of Total Return. The costs of maintenance, repairs and minor improvements are recognised in the Statements of Total Return when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to the Statements of Total Return.

If an investment property becomes substantially owner-occupied, it is reclassified as property, plant and equipment, and its fair value at the date of reclassification becomes its cost for accounting purposes.

For taxation purposes, MCT may claim capital allowances on assets that qualify as plant and machinery under the Income Tax Act.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.10 Plant and equipment

(a) Measurement

Plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment loss.

The cost of an item of plant and equipment initially recognised includes its purchase price and any costs that are directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

(b) Depreciation

Depreciation on plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives as follows:

	Useful lives
Plant and equipment	2 years – 10 years

The residual values, estimated useful lives and depreciation method of plant and equipment are reviewed, and adjusted as appropriate, at each reporting date. The effects of any revision are recognised in the Statements of Total Return for the financial year when the changes arise.

(c) Subsequent expenditure

Subsequent expenditure relating to plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits in excess of the originally assessed standard of performance of the existing asset will flow to the Group and the cost can be reliably measured. Other subsequent expenditure is recognised as an expense in the Statements of Total Return when incurred.

(d) Disposal

On disposal of an item of plant and equipment, the difference between the disposal proceeds and its carrying amount is recognised in the Statements of Total Return.

2.11 Investment in subsidiary

Investment in subsidiary is carried at cost less accumulated impairment losses in MCT's Statement of Financial Position. On disposal of the investment in subsidiary, the difference between net disposal proceeds and the carrying amounts of the investments are recognised in Statements of Total Return.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.12 Impairment of non-financial assets

Plant and equipment and investment in subsidiary are reviewed for impairment whenever there is any objective evidence or indication that this asset may be impaired.

For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash inflows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash generating unit ("CGU") to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount. The difference between the carrying amount and recoverable amount is recognised as an impairment loss in the Statements of Total Return.

An impairment loss for an asset is reversed if, and only if, there has been a change in the estimates used to determine the asset's recoverable amount or if there is a change in the events that had given rise to the impairment since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in prior years. A reversal of impairment loss for an asset is recognised in the Statements of Total Return.

2.13 Borrowings

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least 12 months after the reporting date, in which case they are presented as non-current liabilities.

Borrowings are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the Statements of Total Return over the period of the borrowings using the effective interest method.

2.14 Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost, using the effective interest method.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.15 Derivative financial instruments and hedging activities

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. The Group does not hold or issue derivative financial instruments for trading purposes.

A derivative financial instrument is initially recognised at its fair value on the date the contract is entered into and is subsequently carried at its fair value. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged.

The carrying amount of a derivative designated as a hedge is presented as a non-current asset or liability if the remaining expected life of the hedged item is more than 12 months and as a current asset or liability if the remaining expected life of the hedged item is less than 12 months.

(a) Cash flow hedge – Interest rate swaps

The Group has entered into interest rate swaps that are cash flow hedges to manage the Group's exposure to interest rate risk on its borrowings. These contracts entitle the Group to receive interest at floating rates on notional principal amounts and oblige the Group to pay interest at fixed rates on the same notional principal amounts, thus allowing the Group to raise borrowings at floating rates and swap them into fixed rates.

The fair value changes on the effective portion of interest rate swaps designated as cash flow hedges are recognised in the hedging reserve and reclassified to the Statements of Total Return when the hedged interest expense on the borrowings is recognised in the Statements of Total Return. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in the Statements of Total Return.

Where a hedge is designated as a cash flow hedge, the Group documents at the inception of the transaction the relationship between the hedging instruments and hedged items as well as its risk management objective and strategies for undertaking various hedge transactions. The Group also documents its assessment, both at hedge inception and on an ongoing basis, of whether the derivatives designated as hedging instruments are highly effective in offsetting changes in cash flows of the hedged items.

(b) Derivatives that are not designated or do not qualify for hedge accounting ("Non-hedging instruments")

Fair value changes on these derivatives are recognised in the Statements of Total Return when the changes arise.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.16 Fair value estimation of financial assets and liabilities

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques. The Group uses a variety of methods and makes assumptions that are based on market conditions existing at each reporting date. Where appropriate, quoted market prices or dealer quotes for similar instruments are used. Valuation techniques, such as discounted cash flow analysis, are also used to determine the fair values of the financial instruments, where appropriate.

The fair values of derivative financial instruments are calculated as the present value of the estimated future cash flows discounted at actively quoted interest rates.

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

2.17 Provisions

Provisions are recognised when the Group has a present legal or constructive obligation as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount can be made.

2.18 Currency translation

(a) Functional and presentation currency

Items included in the financial statements of each entity in the Group are measured using the currency of the primary economic environment in which the entity operates ("functional currency"). The financial statements are presented in Singapore Dollars, which is the functional currency of MCT.

(b) Transactions and balances

Transactions in a currency other than functional currency ("foreign currency") are translated into functional currency using the exchange rates at the dates of the transactions. Currency translation differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the reporting date are recognised in the Statements of Total Return.

2.19 Units and unit issuance expenses

Proceeds from the issuance of units in MCT are recognised as Unitholders' funds. Incremental costs directly attributable to the issuance of new units are deducted directly from the net assets attributable to the Unitholders.

2.20 Segment reporting

Operating segments are reported in a manner consistent with the internal reports provided to management who is responsible for allocating resources and assessing performance of the operating segments.

2.21 Distribution policy

MCT's distribution policy is to distribute at least 90.0% of its adjusted taxable income, comprising substantially its income from the letting of its properties and related property services income, interest income from the placement of periodic cash surpluses in bank deposits and after deducting allowable expenses and allowances. The actual level of distribution will be determined at the Manager's discretion, having regard to MCT's funding requirements, other capital management considerations and the overall stability of distributions. Distributions, when made, will be in Singapore Dollars.

3. GROSS REVENUE

	Group and MCT	
	2017	2016
	$'000	$'000
Gross rental income	**354,285**	265,884
Car parking income	**9,458**	9,556
Other operating income	**14,004**	12,321
	377,747	287,761

Gross revenue is generated by the Group's and MCT's investment properties.

4. PROPERTY OPERATING EXPENSES

	Group and MCT	
	2017	2016
	$'000	$'000
Operation and maintenance	**16,391**	12,511
Utilities	**9,702**	7,829
Property tax	**31,566**	25,161
Property management fees	**15,244**	11,562
Staff costs	**8,171**	7,433
Marketing and legal expenses	**3,508**	1,889
Depreciation	**45**	28
Other operating expenses	**814**	635
	85,441	67,048

The Group and MCT do not have any employee on its payroll because its daily operations and administrative functions are provided by the Manager and Property Manager. Staff costs relate to reimbursements paid/payable to the Property Manager in respect of agreed employee expenditure incurred by the Property Manager for providing its services as provided for in the Property Management Agreement.

All of the Group's and MCT's investment properties generate rental income and the above expenses are direct operating expenses arising from its investment properties.

5. FINANCE EXPENSES

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Interest expense				
- Bank and other borrowings	**42,705**	37,407	**25,659**	24,403
- Loans from a subsidiary	**-**	-	**17,046**	13,004
- Non-hedging derivative instruments	**2,486**	2,398	**2,486**	2,398
	45,191	39,805	**45,191**	39,805
Derivative hedging instruments				
- Cash flow hedges, reclassified from hedging reserve (Note 19)	**6,805**	(2,007)	**6,805**	(2,007)
Financing fees				
- Amortised borrowing costs	**1,522**	1,293	**1,522**	1,293
- Commitment and related bank fees	**650**	636	**650**	636
	54,168	39,727	**54,168**	39,727

6. OTHER TRUST EXPENSES

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Audit fee	**96**	84	**94**	82
Consultancy and professional fees	**407**	251	**404**	248
Valuation fees	**118**	100	**118**	100
Other trust expenses	**824**	1,019	**835**	1,031
	1,445	1,454	**1,451**	1,461

Included in other trust expenses of MCT was an amount of $12,000 (2016: $12,000) paid/payable to Mapletree Commercial Trust Treasury Company Pte. Ltd. ("MCTTC") in undertaking the treasury functions in relation to the Group's Medium Term Notes Programme ("MTN Programme").

7. INCOME TAXES

(a) Income tax expense

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Tax expense attributable to total return is made up of:				
Current income tax				
- Current financial year	*	*	-	-
- Over provision in prior year	(*)	-	-	-
	*	*	-	-

* Amount is less than $1,000

(b) The tax on the results for the financial year differs from the theoretical amount that would arise using the Singapore standard rate of income tax as follows:

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Total return before tax	**345,840**	298,710	**345,834**	298,703
Tax calculated at a tax rate of 17% (2016: 17%)	**58,793**	50,781	**58,792**	50,780
Effects of:				
- Expenses not deductible for tax purposes	**3,556**	2,947	**3,556**	2,947
- Income not subjected to tax due to tax transparency ruling (Note 2.5)	**(38,631)**	(29,325)	**(38,631)**	(29,325)
- Income not subject to tax	**(23,718)**	(24,403)	**(23,717)**	(24,402)
- Over provision in prior year	**(*)**	-	-	-
	*	*	-	-

* Amount is less than $1,000

7. INCOME TAXES (continued)

(c) Current income tax liabilities

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Beginning of financial year	**5,111**	5,111	**5,111**	5,111
Excess income tax provision refunded	**(5,111)**	-	**(5,111)**	-
Income tax paid	**(*)**	(*)	**-**	-
Income tax expense	*****	*	**-**	-
Over provision in prior year	**(*)**	-	**-**	-
End of financial year	*****	5,111	**-**	5,111

* Amount is less than $1,000

The current income tax liabilities refer to income tax provision based on the taxable income of Mapletree Commercial Trust Treasury Company Pte. Ltd. ("MCTTC") (2016: taxable income when MCT was a taxable private trust and taxable income of MCTTC).

Any excess income tax provision in MCT was to be refunded to the private trust unitholder upon closure of each respective tax years of assessment.

During the financial year, the excess income tax provision of $5,111,000 (2016: Nil) was refunded to the private trust unitholder following the closure of respective tax years of assessment.

8. EARNINGS PER UNIT

	Group	
	2017	2016
Total return attributable to Unitholders of MCT ($'000)	**345,840**	298,710
Weighted average number of units outstanding during the year ('000)	**2,596,710**	2,136,153[1]
Basic and diluted earnings per unit (cents)	**13.32**	13.98[1]

[1] The figures have been restated for the effect of the preferential offering undertaken by MCT on 25 August 2016.

Diluted earnings per unit is the same as the basic earnings per unit as there are no dilutive instruments in issue during the financial year.

9. CASH AND CASH EQUIVALENTS

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Cash at bank and on hand	**23,907**	28,589	**23,874**	28,564
Short-term bank deposits	**30,000**	35,000	**30,000**	35,000
	53,907	63,589	**53,874**	63,564

Short-term bank deposits at the reporting date have a weighted average maturity of 0.8 month (2016: 2.5 months) from the end of the financial year. The effective interest rate at reporting date is 0.8% (2016: 1.2%) per annum.

10. TRADE AND OTHER RECEIVABLES

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Trade receivables:				
- related parties	*	*	*	*
- non-related parties	**1,150**	791	**1,150**	791
Trade receivables – net	**1,150**	791	**1,150**	791
Non-trade receivables due from a subsidiary	**-**	-	**3**	-
Non-trade receivables due from related parties	**61**	1,796	**61**	1,796
Interest receivable:				
- non-related parties	**34**	22	**34**	22
Other receivables	**39**	78	**39**	78
Accrued revenue	**1,687**	2,350	**1,687**	2,350
	2,971	5,037	**2,974**	5,037

* Amount is less than $1,000

The non-trade receivables due from a subsidiary and related parties are unsecured, interest free and repayable on demand.

11. OTHER CURRENT ASSETS

	Group and MCT	
	2017	2016
	$'000	$'000
Deposits	**106**	101
Prepayments	**314**	943
	420	1,044

12. INVESTMENT PROPERTIES

	Group and MCT	
	2017	2016
	$'000	$'000
Completed investment properties		
Beginning of financial year	**4,341,800**	4,199,000
Additions	**17,041**	7,548
Acquisition of investment property	**1,843,494**	-
Adjustments to prior year accrued development costs	**(640)**	(4,665)
Fair value gains on investment properties taken to Statements of Total Return	**135,305**	139,917
End of financial year	**6,337,000**	4,341,800

In August 2016, MCT acquired MBC I for a purchase consideration of $1,780,000,000 and incurred directly attributable acquisition costs of $63,494,000. Included in the directly attributable acquisition costs is an acquisition fee of $8,900,000 paid to the Manager through the issuance of 5,785,983 units, stamp duty paid of $53,395,000 and fees of $130,000 paid to the auditor of MCT for the services rendered as the independent reporting auditor.

Investment properties are stated at fair value based on valuations performed by independent professional valuers. In determining the fair value, the valuers have used valuation methods which involved certain estimates.

Details of the investment properties are shown in the portfolio statement.

Investment properties are leased to both related and non-related parties under operating leases (Note 20(b)).

Fair value hierarchy

The table below analyses recurring non-financial assets carried at fair value. The different levels are defined as follows:

- Level 1 quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 unobservable inputs for the asset or liability.

All properties within MCT and the Group's portfolio are classified within Level 3. The reconciliation between the balances at the beginning of the financial year and end of the financial year is disclosed in the investment property movement table presented as part of this note.

12. INVESTMENT PROPERTIES (continued)

Fair value hierarchy (continued)

Valuation techniques used to derive Level 3 fair values

Level 3 fair values of MCT and the Group's properties have been generally derived using the income capitalisation method and discounted cash flow method. The income capitalisation and discounted cash flow methods involve the estimation of income and expenses, taking into account expected future changes in economic and social conditions, which may affect the value of the properties. The Manager is of the view that the valuation methods and estimates adopted and considered by the professional valuers are reflective of the current market condition.

Description	Fair value $'000	Valuation techniques	Key unobservable inputs	Range of unobservable inputs
Properties for leasing	6,337,000 (2016: 4,341,800)	Income capitalisation	Capitalisation rate	3.85% - 5.50% (2016: 3.85% - 5.25%)
		Discounted cash flow	Discount rate	7.00% - 7.50% (2016: 7.00% - 7.75%)

Significant reductions in the key unobservable inputs in isolation would result in a significantly higher fair value of the investment properties.

The significant unobservable inputs correspond to the following:

- Capitalisation rate - corresponds to a rate of return on investment properties based on the expected income that the property will generate.
- Discount rate - based on the risk-free rate for 10-year bonds issued by the government in Singapore, adjusted for a risk premium to reflect the increased risk of investing in the asset class.

There were no significant inter-relationships between unobservable inputs.

13. PLANT AND EQUIPMENT

	Group and MCT	
	2017	2016
	$'000	$'000
Cost		
Beginning of financial year	**210**	151
Additions	**52**	59
End of financial year	**262**	210
Accumulated depreciation		
Beginning of financial year	**56**	28
Depreciation charge	**45**	28
End of financial year	**101**	56
Net book value		
End of financial year	**161**	154

14. INVESTMENT IN SUBSIDIARY

	MCT	
	2017	2016
	$'000	$'000
Equity investment at cost	*	*

Subsidiary held by MCT is as follows:

Name of company	Principal activities	Country of business/ Incorporation	Proportion of shares held by Group and MCT	
			2017	2016
			%	%
Mapletree Commercial Trust Treasury Company Pte. Ltd.[a]	Provision of treasury services	Singapore/ Singapore	**100**	100

(a) Audited by PricewaterhouseCoopers LLP, Singapore

* Amount is less than $1,000

There are no significant restrictions on the Company's subsidiary.

15. DERIVATIVE FINANCIAL INSTRUMENTS

	Maturity	Contract notional amount $'000	Fair value assets $'000	Fair value liabilities $'000
Group and MCT				
2017				
Cash-flow hedges:				
Interest rate swaps	April 2017 – August 2022	**1,149,800**	**4,324**	**4,954**
Non-hedging instruments:				
Cross currency interest rate swap	March 2023	**100,000**	**6,870**	**-**
Interest rate swap	March 2018	**100,000**	**-**	**340**
Total		**1,349,800**	**11,194**	**5,294**
Current portion			**-**	**388**
Non-current portion			**11,194**	**4,906**
2016				
Cash-flow hedges:				
Interest rate swaps	April 2016 - December 2018	664,900	975	792
Non-hedging instruments:				
Cross currency interest rate swap	March 2023	100,000	2,580	-
Interest rate swap	March 2018	100,000	-	256
Total		864,900	3,555	1,048
Current portion			35	-
Non-current portion			3,520	1,048

15. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

Interest rate swaps

Interest rate swaps are transacted to hedge variable interest payments on borrowings.

(i) If interest rate swaps are designated as cash flow hedges, fair value changes on the interest rate swaps recognised in the hedging reserve are reclassified to the Statements of Total Return as part of finance expense over the period of the borrowings.

(ii) If interest rate swaps are not designated as cash flow hedges, fair value changes on the interest rate swaps are recognised in the Statements of Total Return when the changes arise.

As at 31 March 2016, the forward start interest rate swaps amounted to $340,000,000 were transacted and will mature in April 2018 ($70,000,000) and April 2019 ($270,000,000).

Cross currency interest rate swap

Cross currency interest rate swaps ("CCIRS") are transacted to hedge foreign currency interest rate risk arising from foreign denominated borrowings.

As at 31 March 2017, the Group held a JPY/SGD CCIRS to provide SGD variable rate funding. The CCIRS matures on the same date as the borrowings. Fair value changes on the CCIRS are recognised in the Statements of Total Return when the changes arise.

16. TRADE AND OTHER PAYABLES

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Current				
Trade payables	**603**	891	**603**	891
Amounts due to related parties:				
- trade	**542**	486	**542**	486
- non-trade	*	-	*	-
Non-trade amounts due to a subsidiary	**-**	-	**1**	8
Accrued capital expenditure	**3,308**	5,444	**3,308**	5,444
Accrued operating expenses	**32,622**	18,508	**32,614**	18,497
Accrued retention sums	**498**	506	**498**	506
Interest payable	**9,127**	5,850	**9,127**	5,850
Tenancy related deposits	**12,613**	12,324	**12,613**	12,324
Other deposits	**246**	152	**246**	152
Rental received in advance	**4,680**	3,673	**4,680**	3,673
Net Goods and Services Tax payable	**5,520**	3,614	**5,526**	3,615
Other payables	**1,699**	350	**1,699**	350
	71,458	51,798	**71,457**	51,796
Non-current				
Tenancy related deposits	**41,694**	41,727	**41,694**	41,727
	113,152	93,525	**113,151**	93,523

The non-trade payables due to related parties and a subsidiary are unsecured, interest free and repayable on demand.

The fair value of the non-current tenancy related deposits approximates its carrying value as at reporting date.

17. BORROWINGS AND LOANS FROM A SUBSIDIARY

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Current				
Bank loans	**-**	354,800	**-**	354,800
Transaction cost to be amortised	**-**	(2)	**-**	(2)
	-	354,798	**-**	354,798
Non-current				
Bank loans	**1,587,600**	715,700	**1,587,600**	715,700
Transaction cost to be amortised	**(4,521)**	(1,958)	**(4,521)**	(1,958)
	1,583,079	713,742	**1,583,079**	713,742
Medium term notes	**748,645**	484,104	**-**	-
Transaction cost to be amortised	**(1,970)**	(1,125)	**-**	-
	746,675	482,979	**-**	-
Total borrowings, non-current	**2,329,754**	1,196,721	**1,583,079**	713,742
Loans from a subsidiary	**-**	-	**748,645**	484,104
Transaction cost to be amortised	**-**	-	**(1,970)**	(1,125)
	-	-	**746,675**	482,979
	2,329,754	1,551,519	**2,329,754**	1,551,519

The above bank loans and borrowings are unsecured. In accordance with the various facility agreements, VivoCity, MBC I and Mapletree Anson are subject to a negative pledge (2016: VivoCity, Mapletree Anson and MLHF were subjected to a negative pledge).

(a) Maturity of borrowings

The non-current bank loans mature between 2018 and 2022 (2016: between 2018 and 2021). The medium term notes and loans from a subsidiary will mature between 2019 and 2026 (2016: 2019 and 2023).

(b) Medium term notes

In 2012, the Group established a $1,000,000,000 MTN Programme via its subsidiary, MCTTC. Under the MTN Programme, MCTTC may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes and senior or subordinated perpetual securities in series or tranches in Singapore Dollars or any other currency.

Each series of notes may be issued in various amounts and tenors, and may bear fixed, floating, variable or hybrid rates of interest or may not bear interest.

The notes shall constitute at all times direct, unconditional, unsecured and unsubordinated obligations of MCTTC ranking pari passu, without any preference or priority among themselves, and pari passu with all other present and future unsecured obligations of MCTTC. All sums payable in respect of the notes issued by MCTTC will be unconditionally and irrevocably guaranteed by DBS Trustee Limited, in its capacity as Trustee of MCT.

17. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

(b) Medium term notes (continued)

Total notes outstanding as at 31 March 2017 under the MTN Programme is $748,645,000 (2016: $484,104,000), consisting of:

(i) $160,000,000 (2016: $160,000,000) Fixed Rate Notes due 2020. The $160,000,000 notes will mature on 24 August 2020 and bears an interest of 3.60% per annum payable semi-annually in arrears;

(ii) $70,000,000 (2016: $70,000,000) Fixed Rate Notes due 2021. The $70,000,000 notes will mature on 12 April 2021 and bears an interest of 3.20% per annum payable semi-annually in arrears;

(iii) $50,000,000 (2016: $50,000,000) Fixed Rate Notes due 2019. The $50,000,000 notes will mature on 7 November 2019 and bears an interest of 2.65% per annum payable semi-annually in arrears;

(iv) $100,000,000 (2016: $100,000,000) Fixed Rate Notes due 2023. The $100,000,000 notes will mature on 3 February 2023 and bears an interest of 3.25% per annum payable semi-annually in arrears;

(v) $175,000,000 (2016: Nil) Fixed Rate Notes due 2026. The $175,000,000 notes will mature on 24 August 2026 and bears an interest of 3.11% per annum payable semi-annually in arrears;

(vi) $85,000,000 (2016: Nil) Fixed Rate Notes due 2023. The $85,000,000 notes will mature on 15 November 2023 and bears an interest of 2.795% per annum payable semi-annually in arrears; and

(vii) JPY8,700,000,000 (2016: JPY8,700,000,000) Floating Rate Notes due 2023. The JPY8,700,000,000 notes will mature on 16 March 2023 and bears an interest of 3 months JPY LIBOR + 0.30% per annum payable quarterly in arrears.

A CCIRS has been entered into to hedge the JPY8,700,000,000 (2016: JPY8,700,000,000) Floating Rate Notes into notional principal amount of $100,000,000 (2016: $100,000,000) at a floating-rate SGD basis payable semi-annually in arrears.

17. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

(c) Loans from a subsidiary

MCTTC has on-lent the proceeds from the issuance of the notes to MCT, who has in turn used these proceeds to re-finance its floating-rate borrowings.

The loans are unsecured and repayable in full, consisting of:

(i) $160,000,000 (2016: $160,000,000) maturing on 24 August 2020 and bears an interest of 3.60% per annum payable semi-annually in arrears;

(ii) $70,000,000 (2016: $70,000,000) maturing on 12 April 2021 and bears an interest of 3.20% per annum payable semi-annually in arrears;

(iii) $50,000,000 (2016: $50,000,000) maturing on 7 November 2019 and bears an interest of 2.65% per annum payable semi-annually in arrears;

(iv) $100,000,000 (2016: $100,000,000) maturing on 3 February 2023 and bears an interest of 3.25% per annum payable semi-annually in arrears;

(v) $175,000,000 (2016: Nil) maturing on 24 August 2026 and bears an interest of 3.11% per annum payable semi-annually in arrears;

(vi) $85,000,000 (2016: Nil) maturing on 15 November 2023 and bears an interest of 2.795% per annum payable semi-annually in arrears; and

(vii) JPY8,700,000,000 (2016: JPY8,700,000,000) maturing on 16 March 2023 and bears an interest of 3 months JPY LIBOR + 0.30% per annum payable quarterly in arrears.

A CCIRS has been entered into to hedge the JPY8,700,000,000 (2016: JPY8,700,000,000) Floating Rate Notes into notional principal amount of $100,000,000 (2016: $100,000,000) at a floating-rate SGD basis payable semi-annually in arrears.

(d) Effective interest rates

The weighted average all-in cost of borrowings, including amortised cost charged on the loan were as follows:

	Group		MCT	
	2017	2016	**2017**	2016
Bank loans (current)	**-**	1.95%	**-**	1.95%
Bank loans (non-current)	**2.47%**	2.20%	**2.47%**	2.20%
Medium term notes (non-current)	**3.17%**	3.24%	**-**	-
Loans from a subsidiary (non-current)	**-**	-	**3.17%**	3.24%

17. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

(e) Carrying amount and fair value

The carrying amount of the current and non-current borrowings, which are at variable market rates, approximate their fair values at reporting date.

The carrying amount and fair value of the fixed-rate non-current borrowings are as follows:

	Carrying amounts		Fair values	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Group				
Medium term notes (non-current)	**640,000**	380,000	**648,003**	386,579
MCT				
Loans from a subsidiary (non-current)	**640,000**	380,000	**648,003**	386,579

The fair value above is determined from the cash flow analysis, discounted at market borrowing rates of an equivalent instrument at the reporting date at which the Manager expects to be available to the Group and MCT.

The fair values are within level 2 of the fair value hierarchy.

(f) Undrawn committed borrowing facilities

	2017	2016
	$'000	$'000
Expiring beyond one year	**50,000**	294,300

18. UNITS IN ISSUE

	Note	Group and MCT 2017 '000	2016 '000
Units at beginning of financial year		**2,130,003**	2,111,947
Units issued as settlement of Manager's management fees	(a)	**5,137**	6,979
Units issued as settlement of Manager's acquisition fee	(b)	**5,786**	-
Units issued arising from Distribution Reinvestment Plan	(c)	**2,515**	11,077
Units issued pursuant to private placement	(d)	**364,879**	-
Units issued pursuant to preferential offering	(e)	**362,823**	-
Units at end of financial year		**2,871,143**	2,130,003

(a) During the financial year, 5,137,620 new units (2016: 6,978,515) were issued at the issue price of $1.3936 to $1.5797 (2016: issue price range of $1.2815 to $1.5718) per unit, in respect of the part payment of management fees to the Manager in units for the period from 1 January 2016 to 31 March 2016 and part payment of Manager's base fees in units for the period 1 April 2016 to 31 December 2016 (2016: part payment of management fees to the Manager in units for the period 1 January 2015 to 31 December 2015). The issue prices were determined based on the volume weighted average traded price for all trades done on SGX-ST in the ordinary course of trading for the last 10 business days of the relevant period on which the fees were accrued. These issuances represent non-cash transactions.

(b) 5,785,983 (2016: Nil) new units were issued at the issue price of $1.5382 (2016: Nil) per unit, amounting to $8,900,000 (2016: Nil), as satisfaction of the Manager's acquisition fee arising from the acquisition of investment property during the financial year. The issuance represents a non-cash transaction.

(c) MCT introduced and implemented a Distribution Reinvestment Plan ("DRP") on 24 July 2013 whereby the Unitholders have the option to receive their distribution in units instead of cash or a combination of units and cash.

During the financial year, 2,515,137 new units (2016: 11,076,913) at the issue price of $1.4498 (2016: issue price range of $1.2904 to $1.5544) per unit were issued pursuant to the DRP. The issuances were related to distribution for the period from 1 January 2016 to 31 March 2016 (2016: 1 January 2015 to 31 December 2015). The application of DRP was discontinued after the listing of these new units. These issuances represent non-cash transactions.

(d) 364,879,000 new units were issued at the issue price of $1.45 per unit, amounting to $529,075,000, for cash, as part of the private placement undertaken by MCT.

(e) 362,822,648 new units were issued at the issue price of $1.42 per unit, amounting to $515,208,000, for cash as part of the preferential offering undertaken by MCT, where unitholders were entitled to subscribe for 17 new units for every 100 existing units held.

The proceeds raised from the private placement and preferential offering were used to partially fund the acquisition of investment property and the related acquisition costs during the financial year.

18. UNITS IN ISSUE (continued)

Each unit in MCT represents an undivided interest in MCT. The rights and interests of Unitholders are contained in the Trust Deed and include the right to:

- Receive income and other distributions attributable to the units held;
- Participate in the termination of MCT by receiving a share of all net cash proceeds derived from the realisation of the assets of MCT less any liabilities, in accordance with their proportionate interests in MCT. However, a Unitholder does not have the right to require that any assets (or part thereof) of MCT be transferred to him; and
- Attend all Unitholders' meetings. The Trustee or the Manager may (and the Manager shall at the request in writing of not less than 50 Unitholders or Unitholders representing not less than 10.0% of the total Units issued) at any time convene a meeting of Unitholders in accordance with the provisions of the Trust Deed.

The restrictions of a Unitholder include the following:

- A Unitholder's right is limited to the right to require due administration of MCT in accordance with the provisions of the Trust Deed; and
- A Unitholder has no right to request to redeem his units while the units are listed on SGX-ST.

A Unitholder's liability is limited to the amount paid or payable for any units in MCT. The provisions of the Trust Deed provide that no Unitholder will be personally liable to indemnify the Trustee or any creditor of the Trustee in the event that the liabilities of MCT exceed its assets.

19. HEDGING RESERVE

	Group and MCT	
	2017	2016
	$'000	$'000
Beginning of financial year	**183**	4,797
Fair value losses	**(7,617)**	(2,607)
Reclassification to Statements of Total Return		
- Finance expenses (Note 5)	**6,805**	(2,007)
End of financial year	**(629)**	183

Hedging reserve is non-distributable.

20. COMMITMENTS

(a) Capital commitments

Capital expenditures contracted for at the reporting date but not recognised in the financial statements amounted to $10,500,000 (2016: $6,986,000).

(b) Operating lease commitments – *where the Group is a lessor*

The Group and MCT lease out offices and retail spaces under non-cancellable operating leases. The leases have varying terms, escalation clauses and renewal rights. Some lessees are required to pay contingent rents computed based on their sales achieved during the lease period.

The future minimum lease receivables under non-cancellable operating leases contracted for at the reporting date but not recognised as receivables, are as follows:

	Group and MCT	
	2017	2016
	$'000	$'000
Not later than 1 year	**373,171**	234,354
Between 1 and 5 years	**684,321**	323,646
Later than 5 years	**129,641**	100,449
	1,187,133	658,449

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purposes of the above disclosure, the prevailing lease rentals are used.

The contingent lease payments recognised as revenue during the financial year were $14,353,000 (2016: $15,114,000).

21. FINANCIAL RISK MANAGEMENT

The Group's activities expose it to a variety of financial risks, including the effects of changes in interest rates and foreign exchange rates.

Risk management is carried out under policies approved by the Manager. The Manager provides written principles for overall risk management as well as policies covering specific areas, such as interest rate risk, currency risk, credit risk and liquidity risk. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities.

21. FINANCIAL RISK MANAGEMENT (continued)

(a) Market risk – cash flow and fair value interest rate risks

Cash flow interest rate risk is the risk that the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Fair value interest rate risk is the risk that the fair value of a financial instrument will fluctuate due to changes in market interest rates. As the Group has no significant interest bearing assets, the Group's income and operating cash flows are substantially independent of changes in market interest rates. The Group monitors the interest rate on borrowings closely to ensure that the borrowings are maintained at favourable rates.

The Group's exposure to cash flow interest rate risks arises mainly from variable-rate bank borrowings and medium term notes. The Group manages these cash flow interest rate risks using floating-to-fixed interest rate swaps and a floating-to-floating cross currency interest rate swap.

The exposure of the unhedged borrowings of the Group to interest rate changes and the contractual repricing dates at the reporting dates are as follows:

	Group and MCT	
	2017	2016
	$'000	$'000
6 months or less:		
Uncommitted Credit Facilities	**-**	800
Revolving Credit Facilities	**9,000**	84,700
Term Loans	**428,800**	320,100
	437,800	405,600

During the financial year, the Group has hedged its exposure to changes in interest rates on its variable rate borrowings by entering into the following contracts:

(i) Interest rate swaps, with notional contract amounts of $1,149,800,000 (2016: $664,900,000 (excluding notional contract amounts of $50,800,000 which expired on 29 April 2015) whereby it receives variable rates equal to the Singapore swap offer rate on the notional amounts and pays fixed interest rates ranging from 0.91% to 2.33% (2016: 0.51% to 1.933%) per annum.

(ii) Cross currency interest rate swap, with a notional contract amount of $100,000,000 (2016: $100,000,000) whereby it receives a variable rate of JPY LIBOR + 0.3% (2016: JPY LIBOR + 0.3%) per annum on the notional amount and pays a variable rate of Singapore swap offer rate + 1.08% (2016: Singapore swap offer rate + 1.08%) per annum. Interest rate swap, with notional contract amount of $100,000,000 (2016: $100,000,000) has been entered into to receive this variable rate and pay fixed interest rate of 1.705% (2016: 1.705%) per annum.

21. FINANCIAL RISK MANAGEMENT (continued)

(a) Market risk – cash flow and fair value interest rate risks (continued)

Sensitivity analysis

The Group's borrowings at variable rates on which effective hedges have not been entered into are denominated in Singapore Dollars. If the Singapore Dollars interest rates increase/(decrease) by 0.50% (2016: 0.50%) with all other variables including tax rate being held constant, the total return and hedging reserve attributable to Unitholders will increase/(decrease) by the amounts as follows, as a result of higher/lower interest expenses and higher/lower fair value of interest rate swaps and cross currency interest rate swap respectively:

	Increase / (Decrease)			
	Statements of Total Return		Hedging Reserve	
	Increase by 0.50% $'000	Decrease by 0.50% $'000	Increase by 0.50% $'000	Decrease by 0.50% $'000
Group and MCT				
2017				
Interest bearing borrowings	**(2,189)**	**2,189**	**-**	**-**
Interest rate swaps	**455**	**(457)**	**10,795**	**(10,795)**
Cross currency interest rate swap	**88**	**(90)**	**-**	**-**
	(1,646)	**1,642**	**10,795**	**(10,795)**
2016				
Interest bearing borrowings	(2,028)	2,028	-	-
Interest rate swaps	980	(994)	2,288	(2,288)
Cross currency interest rate swap	152	(158)	-	-
	(896)	876	2,288	(2,288)

(b) Market risk – Currency risk

The Group is exposed to foreign currency risk on interest bearing borrowings that are denominated in a currency other than the functional currency of the entities within the Group. The Group hedges this risk by entering into CCIRS with notional contract amount of JPY8,700,000,000 into Singapore Dollars amounting to $100,000,000. The CCIRS matures on the same date that the JPY medium term notes are due for repayment.

21. FINANCIAL RISK MANAGEMENT (continued)

(c) Credit risk

Credit risk refers to the risk that tenants or counterparties of the Group will default on its contractual obligations resulting in a financial loss to the Group. The major classes of financial assets of the Group and MCT are cash and bank deposits and trade receivables. For trade receivables, the Group's credit risk policy is to deal only with customers of appropriate credit history, and obtaining sufficient security where appropriate to mitigate credit risk. For other financial assets, the Group adopts the policy of dealing with high credit quality counterparties.

(i) Financial assets that are neither past due nor impaired

Bank deposits that are neither past due nor impaired are mainly deposits with banks with high credit-ratings assigned by international credit-rating agencies. Trade receivables that are neither past due nor impaired are substantially companies with a good collection track record with the Group.

(ii) Financial assets that are past due and/or impaired

There is no other class of financial assets that is past due and/or impaired except for trade receivables.

The age analysis of trade receivables past due but not impaired is as follows:

	Group and MCT	
	2017	2016
	$'000	$'000
Past due < 3 months	**1,107**	749
Past due over 3 months	**43**	42
	1,150	791

The carrying amount of trade receivables individually determined to be impaired and the movement in the related allowance for impairment are as follows:

	Group and MCT	
	2017	2016
	$'000	$'000
Allowance for impairment		
Beginning of financial year	**-**	-
Allowance made	**1**	1
Allowance utilised	**-**	(1)
End of financial year	**1**	-

The Manager believes that no additional allowance is necessary in respect of the remaining trade and other receivables as these receivables are mainly arising from tenants with good records with sufficient security in the form of bankers guarantees or cash security deposits as collaterals.

21. FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk

The Group and MCT adopt prudent liquidity risk management by maintaining sufficient cash to fund its working capital and financial obligations.

The table below analyses non-derivative financial liabilities of the Group and MCT into relevant maturity groupings based on the remaining period from the reporting date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows of non-derivative financial liabilities, including interest payments. Balances due within 12 months equal their carrying amounts as the impact of discounting is not significant.

	Less than 1 year $'000	**Between 1 and 5 years $'000**	**More than 5 years $'000**
Group			
As at 31 March 2017			
Trade and other payables	**66,778**	**40,821**	**873**
Borrowings	**50,704**	**1,737,626**	**765,359**
	117,482	**1,778,447**	**766,232**
As at 31 March 2016			
Trade and other payables	48,125	39,995	1,732
Borrowings	389,619	815,235	480,851
	437,744	855,230	482,583
MCT			
As at 31 March 2017			
Trade and other payables	**66,777**	**40,821**	**873**
Borrowings	**29,998**	**1,389,331**	**265,865**
Loans from a subsidiary	**20,706**	**348,295**	**499,494**
	117,481	**1,778,447**	**766,232**
As at 31 March 2016			
Trade and other payables	48,123	39,995	1,732
Borrowings	376,731	558,974	200,074
Loan from a subsidiary	12,888	256,261	280,777
	437,742	855,230	482,583

21. FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk (continued)

The table below analyses the Group and MCT's derivative financial instruments for which contractual maturities are essential for an understanding of the timing of the cash flows into relevant maturity groupings based on the remaining period from the reporting date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows associated with financial derivatives which are expected to impact the Statements of Total Return.

	Less than 1 year $'000	Between 1 and 5 years $'000	More than 5 years $'000
Group and MCT			
As at 31 March 2017			
Net-settled interest rate swaps			
- Net cash outflows	**7,455**	**12,706**	**327**
Gross-settled cross currency interest rate swap			
- Cash inflows	**(312)**	**(1,250)**	**(108,944)**
- Cash outflows	**2,336**	**9,350**	**102,233**
	9,479	**20,806**	**(6,384)**
As at 31 March 2016			
Net-settled interest rate swaps			
- Net cash (inflows)/ outflows	(739)	535	-
Gross-settled cross currency interest rate swap			
- Cash inflows	(313)	(1,253)	(104,717)
- Cash outflows	2,633	10,540	105,151
	1,581	9,822	434

21. FINANCIAL RISK MANAGEMENT (continued)

(e) Capital risk

The Manager's objective when managing capital is to optimise the Group's capital structure within the borrowing limits set out in the CIS to fund acquisitions and asset enhancement works at the Group's properties. To maintain or achieve an optimal capital structure, the Manager may issue new units or source additional borrowings from both financial institutions and capital markets.

The Group is subject to the aggregate leverage limit as defined in the Appendix 6 of the CIS ("Property Funds Appendix"). The Property Funds Appendix stipulates that the total borrowings and deferred payments (together the "Aggregate Leverage") of a property fund should not exceed 45.0% (2016: 45.0%) of its Deposited Property. The Group currently has a corporate family rating of Baa1 Stable (2016: Baa1 Stable) by Moody's Investors Service.

The Group has complied with the Aggregate Leverage requirements for the financial years ended 31 March 2017 and 31 March 2016.

	Group and MCT	
	2017	2016
	$'000	$'000
Total gross borrowings[1]	**2,327,600**	1,550,500
Total deposited property	**6,405,653**	4,415,179
Aggregate leverage ratio	**36.3%**	35.1%

1 Reflects total gross borrowings after taking into account the CCIRS taken to hedge the JPY8,700,000,000 (2016: JPY8,700,000,000) floating rate medium term notes.

There were no changes in the Group's approach to capital management during the financial year.

The Group is in compliance with externally imposed capital requirements for the financial years ended 31 March 2017 and 31 March 2016.

21. FINANCIAL RISK MANAGEMENT (continued)

(f) Fair value measurements

The following table presents assets and liabilities measured at fair value and classified by level of the following fair value measurement hierarchy:

- Level 1 quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 unobservable inputs for the asset or liability.

	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
Group and MCT				
As at 31 March 2017				
Assets				
Derivative financial instruments				
- Interest rate swaps	**-**	**4,324**	**-**	**4,324**
- Cross currency interest rate swap	**-**	**6,870**	**-**	**6,870**
	-	**11,194**	**-**	**11,194**
Liabilities				
Derivative financial instruments				
- Interest rate swaps	**-**	**(5,294)**	**-**	**(5,294)**
	-	**(5,294)**	**-**	**(5,294)**
As at 31 March 2016				
Assets				
Derivative financial instruments				
- Interest rate swaps	-	975	-	975
- Cross currency interest rate swap	-	2,580	-	2,580
	-	3,555	-	3,555
Liabilities				
Derivative financial instruments				
- Interest rate swaps	-	(1,048)	-	(1,048)
	-	(1,048)	-	(1,048)

21. FINANCIAL RISK MANAGEMENT (continued)

(f) Fair value measurements (continued)

The fair value of the derivative financial instruments not traded in an active market is determined by using valuation techniques based on market conditions existing at each reporting date. The fair values of interest rate swaps and cross currency interest rate swap are calculated as the present value of the estimated future cash flows.

The carrying value of trade and other receivables, other current assets and trade and other payables approximate their fair values. The fair value of financial liabilities is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Group for similar financial instruments. The fair value of borrowings approximates their carrying amounts as the interest rates of such loans are adjusted for changes in relevant market interest rate except for the fixed rate medium term notes as disclosed in Note 17(e) to the financial statements.

(g) Financial instruments by category

The carrying amount of the different categories of financial instruments is as disclosed on the face of the Statements of Financial Position and in Note 15 to the financial statements, except for the following:

	Group		MCT	
	2017	2016	**2017**	2016
	$'000	$'000	**$'000**	$'000
Loans and receivables	**56,984**	68,727	**56,954**	68,702
Financial liabilities at amortised cost	**2,438,226**	1,641,371	**2,438,225**	1,641,369

22. INTERMEDIATE AND ULTIMATE HOLDING COMPANIES

With the adoption of FRS 110 Consolidated Financial Statements (which came into effect for annual periods beginning on or after 1 January 2014), for financial reporting purposes, the Group is regarded as a subsidiary of Mapletree Investments Pte Ltd.

Consequentially, the intermediate and ultimate holding companies are Mapletree Investments Pte Ltd and Temasek Holdings (Private) Limited respectively. The intermediate and ultimate holding companies are incorporated in Singapore.

23. SIGNIFICANT RELATED PARTY TRANSACTIONS

For the purpose of these financial statements, parties are considered to be related to the Group when the Group has the ability, directly or indirectly to control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Group and the party are companies that are under common control with a Unitholder that has significant influence. The Manager and the Property Manager are indirect wholly-owned subsidiaries of the intermediate holding company.

During the financial year, in addition to those disclosed elsewhere in the financial statements, the following significant related party transactions took place at terms agreed between the parties:

	2017	2016
	$'000	$'000
Manager's management fees paid/payable to the Manager	**25,579**	19,590
Manager's acquisition fees in units paid to the Manager	**8,900**	-
Acquisition of investment property from related company of the Manager	**1,780,000**	-
Property operating expenses recovered/recoverable from and paid/payable to related party of the Manager[1]	**1,631**	-
Property and project management fees paid/payable to the Property Manager	**15,386**	11,923
Staff costs paid/payable to the Property Manager	**8,171**	7,433
Trustee's fees paid/payable to the Trustee	**706**	581
Rental and other related income received/receivable from related parties	**20,349**	11,948
Other products and service fees paid/payable to related parties	**8,735**	6,033
Interest expenses, financing fees and fees related to the issue of units paid/payable to a related party	**18,143**	13,481

[1] This amount reflects the costs relating to the provision of shared services to MBC I for contracts procured by MCT and MBCPL respectively pursuant to the Shared Services Agreement for the provision of property maintenance services for MBC I. The costs and expenses apportionment is based on agreed terms as set out in the Shared Services Agreement.

24. FINANCIAL RATIOS

	2017	2016
Ratio of expenses to weighted average net assets[1]		
- including performance component of asset management fees	**0.80%**	0.83%
- excluding performance component of asset management fees	**0.46%**	0.49%
Portfolio Turnover Ratio[2]	**-**	-

[1] The annualised ratios are computed in accordance with the guidelines of Investment Management Association of Singapore dated 25 May 2005.

The expenses used in the computation relate to expenses of the Group, excluding property expenses, borrowing costs, net foreign exchange differences and income tax expense.

[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 in accordance with the formulae stated in the CIS. The portfolio turnover ratio was Nil (2016: Nil) for the financial years ended 31 March 2017 and 31 March 2016 as there were no sales of investment properties.

25. SEGMENT REPORTING

For the purpose of making resource allocation decisions and the assessment of segment performance, MCT's management reviews internal/management reports of its investment properties. This forms the basis of identifying the operating segments of the Group.

Prior to the current financial year, the Group had presented its operating segments by asset class. To better evaluate the performance of the Group, MCT's management now monitors and assesses the performance of the individual property within the Group's portfolio. This forms the basis of identifying the operating segments of the Group under FRS108 Operating Segments. The comparative segment information has been restated and presented by property.

Segment revenue comprises mainly of income generated from its tenants. Segment net property income represents the income earned by each segment after allocating property operating expenses. This is the measure reported to the management for the purpose of assessment of segment performance. In addition, the management monitors the non-financial assets as well as financial assets attributable to each segment when assessing segment performance.

Segment results, assets and liabilities 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, trust expenses, finance income and finance expenses.

Information regarding the Group's reportable segments is presented in the following tables.

25. SEGMENT REPORTING (continued)

The segment information provided to management for the reportable segments for the year ended 31 March 2017 is as follows:

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Gross revenue	**200,856**	**74,762**	**49,732**	**34,451**	**17,946**	**377,747**
Property operating expenses	**(50,425)**	**(13,425)**	**(11,253)**	**(6,663)**	**(3,675)**	**(85,441)**
Segment net property income	**150,431**	**61,337**	**38,479**	**27,788**	**14,271**	**292,306**
Finance income						**463**
Finance expenses						**(54,168)**
Manager's management fees						**(25,579)**
Trustee's fees						**(706)**
Other trust expenses						**(1,445)**
Foreign exchange loss						**(4,541)**
Net income						**206,330**
Net change in fair value of financial derivatives						**4,205**
Fair value gains on investment properties	**129,133**	**9,487**	**(6,615)**	**(397)**	**3,697**	**135,305**
Total return for the financial year before income tax						**345,840**
Income tax expense						**(*)**
Total return for the financial year after income tax before distribution						**345,840**

* Amount is less than $1,000

25. SEGMENT REPORTING (continued)

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Segment assets						
- Investment properties	**2,741,000**	**1,853,000**	**735,000**	**690,000**	**318,000**	**6,337,000**
- Plant and equipment	**117**	**-**	**3**	**41**	**-**	**161**
- Trade receivables	**2,386**	**126**	**179**	**106**	**40**	**2,837**
	2,743,503	**1,853,126**	**735,182**	**690,147**	**318,040**	**6,339,998**
Unallocated assets						
- Cash and cash equivalents						**53,907**
- Other receivables						**134**
- Other current assets						**420**
- Derivative financial instruments						**11,194**
Total assets						**6,405,653**
Segment liabilities	**41,110**	**6,403**	**8,729**	**5,931**	**620**	**62,793**
Unallocated liabilities						
- Trade and other payables						**50,359**
- Borrowings						**2,329,754**
- Current income tax liabilities						*****
- Derivative financial instruments						**5,294**
Total liabilities						**2,448,200**
Other segmental information						
Additions to:						
- Investment properties	**15,271**	**19**	**1,051**	**397**	**303**	**17,041**
- Plant and equipment	**47**	**-**	**5**	**-**	**-**	**52**

* Amount is less than $1,000

25. SEGMENT REPORTING (continued)

The restated segment information provided to management for the reportable segments for the year ended 31 March 2016 is as follows:

	VivoCity $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Gross revenue	191,165	47,924	30,181	18,491	287,761
Property operating expenses	(45,742)	(11,709)	(6,206)	(3,391)	(67,048)
Segment net property income	145,423	36,215	23,975	15,100	220,713
Finance income					470
Finance expenses					(39,727)
Manager's management fees					(19,590)
Trustee's fees					(581)
Other trust expenses					(1,454)
Foreign exchange loss					(4,664)
Net income					155,167
Net change in fair value of financial derivatives					3,626
Fair value gains on investment properties	130,822	8,684	579	(168)	139,917
Total return for the financial year before income tax					298,710
Income tax expense					(*)
Total return for the financial year after income tax before distribution					298,710

* Amount is less than $1,000

25. SEGMENT REPORTING (continued)

	VivoCity $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Segment assets					
- Investment properties	2,597,000	740,800	690,000	314,000	4,341,800
- Plant and equipment	104	-	50	-	154
- Trade receivables	2,886	157	37	61	3,141
- Non-trade receivables due from related parties	-	1,796	-	-	1,796
	2,599,990	742,753	690,087	314,061	4,346,891
Unallocated assets					
- Cash and cash equivalents					63,589
- Other receivables					100
- Other current assets					1,044
- Derivative financial instruments					3,555
Total assets					4,415,179
Segment liabilities	42,018	10,256	6,706	4,694	63,674
Unallocated liabilities					
- Trade and other payables					29,851
- Borrowings					1,551,519
- Current income tax liabilities					5,111
- Derivative financial instruments					1,048
Total liabilities					1,651,203
Other segmental information					
Additions to:					
- Investment properties	5,178	1,781	421	168	7,548
- Plant and equipment	9	-	50	-	59

26. NEW OR REVISED RECOMMENDED ACCOUNTING PRACTICE, ACCOUNTING STANDARDS AND INTERPRETATIONS

Below are the mandatory standards that have been published, and are relevant for the Group's accounting periods beginning on or after 1 April 2017 or later periods and which the Group had not early adopted:

- **FRS 7 *Statement of cash flows*** (effective for annual periods beginning on or after 1 January 2017)

  The amendments to FRS 7 set out the required disclosures that enable users of financial statements to evaluate changes in liabilities arising from financing activities, including both changes arising from cash flows and non cash changes.

  The Group will apply the standard from 1 April 2017.

- **FRS 109 *Financial Instruments*** (effective for annual periods beginning on or after 1 January 2018)

  The complete version of FRS 109 replaces most of the guidance in FRS 39. FRS 109 retains but simplifies the mixed measurement model and establishes three primary measurement categories for financial assets: amortised cost, fair value through Other Comprehensive Income (OCI) and fair value through profit or loss. The basis of classification depends on the entity's business model and the contractual cash flow characteristics of the financial asset. Investments in equity instruments are required to be measured at fair value through profit or loss with the irrevocable option at inception to present changes in fair value in OCI. There is now a new expected credit losses model that replaces the incurred loss impairment model used in FRS 39.

  For financial liabilities there were no changes to classification and measurement except for the recognition of changes in own credit risk in other comprehensive income and for liabilities designated at fair value through profit or loss. FRS 109 relaxes the requirements for hedge effectiveness by replacing the bright line hedge effectiveness tests. It requires an economic relationship between the hedged item and hedging instrument and for the 'hedged ratio' to be the same as the one management actually use for risk management purposes. Contemporaneous documentation is still required but is different to that currently prepared under FRS 39.

  The Group is assessing the impact of the standard and will apply the standard from 1 April 2018.

26. NEW OR REVISED RECOMMENDED ACCOUNTING PRACTICE, ACCOUNTING STANDARDS AND INTERPRETATIONS (continued)

- **FRS 115** ***Revenue from contracts with customers*** (effective for annual periods beginning on or after 1 January 2018)

  FRS 115 establishes a comprehensive framework for determining whether, how much and when revenue is recognised. It also introduces new cost guidance which requires certain costs of obtaining and fulfilling contracts to be recognised as separate assets when specified criteria are met. When effective, FRS 115 replaces existing revenue recognition guidance, including FRS 18 Revenue, FRS 11 Construction Contracts and related interpretations.

  The Group is assessing the impact of the standard and will apply the standard from 1 April 2018.

- **FRS 116** ***Leases*** (effective for annual periods beginning on or after 1 January 2019)

  FRS 116 will result in almost all leases being recognised on the balance sheet, as the distinction between operating and finance leases is removed. Under the new standard, an asset (the right to use the leased item) and a financial liability to pay rentals are recognised. The only exceptions are short-term and low-value leases. The accounting for lessors will not significantly change.

  Some of the commitments may be covered by the exception for short-term and low-value leases and some commitments may relate to arrangements that will not qualify as leases under FRS 116.

  The Group is assessing the impact of the standard and will apply the standard from 1 April 2019.

- **Statement of Recommended Accounting Practice 7** (effective for annual periods beginning on or after 30 June 2017)

  The latest revision of RAP 7 provides clarification on the existing framework and aligns RAP 7 more closely with Singapore Financial Reporting Standards.

  The Group will apply the recommended accounting practice from 1 April 2017.

27. EVENTS OCCURRING AFTER REPORTING DATE

Subsequent to the reporting date, the Manager announced a distribution of 2.26 cents per unit, for the period from 1 January 2017 to 31 March 2017.

28. AUTHORISATION OF FINANCIAL STATEMENTS

The financial statements were authorised for issue by the Manager and the Trustee on 25 April 2017.

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF MAPLETREE COMMERCIAL TRUST AND ITS SUBSIDIARY FOR THE FINANCIAL YEAR FROM 1 APRIL 2017 TO 31 MARCH 2018

The information in this Appendix III has been extracted and reproduced from the audited consolidated financial statements of the Group for the financial year from 1 April 2017 to 31 March 2018 and has not been specifically prepared for inclusion in this Information Memorandum.

Report of The Trustee

For the financial year ended 31 March 2018

DBS Trustee Limited (the “Trustee”) is under a duty to take into custody and hold the assets of Mapletree Commercial Trust (“MCT”) and its subsidiary (the “Group”) in trust for the holders of units in MCT (“Unitholders”). In accordance with the Securities and Futures Act (Cap. 289), its subsidiary legislation and the Code on Collective Investment Schemes, the Trustee shall monitor the activities of Mapletree Commercial Trust Management Ltd. (the “Manager”) for compliance with the limitations imposed on the investment and borrowing powers as set out in the Trust Deed 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 MCT and the Group during the period covered by these financial statements, set out on pages 113 to 165, 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
Director

Singapore, 24 April 2018

Statement by The Manager

For the financial year ended 31 March 2018

In the opinion of the directors of Mapletree Commercial Trust Management Ltd., the accompanying financial statements of Mapletree Commercial Trust (“MCT”) and its subsidiary (the “Group”) as set out on pages 113 to 165, comprising the Statements of Financial Position and Portfolio Statement of MCT and the Group as at 31 March 2018, the Statements of Total Return, Distribution Statements and Statements of Movements in Unitholders’ Funds of MCT and the Group, the Consolidated Statement of Cash Flows of the Group and Notes to the Financial Statements for the year then ended are drawn up so as to present fairly, in all material respects, the financial position of MCT and of the Group as at 31 March 2018 and the total return, amount distributable and movements of Unitholders’ funds of MCT and the Group and consolidated cash flows of the Group for the year then ended 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. At the date of this statement, there are reasonable grounds to believe that MCT and the Group will be able to meet its financial obligations as and when they materialise.

For and on behalf of the Manager
Mapletree Commercial Trust Management Ltd.

Lim Hwee Li
Director

Singapore, 24 April 2018

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

Our opinion

In our opinion, the accompanying consolidated financial statements of Mapletree Commercial Trust ("MCT") and its subsidiary (the "Group") and the Statement of Total Return, Statement of Financial Position, Distribution Statement, Statement of Movements in Unitholders' Funds and Portfolio Statement of MCT are properly drawn up 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, so as to present fairly, in all material respects, the consolidated financial position of the Group and the financial position of MCT as at 31 March 2018 and the consolidated financial performance of the Group and the financial performance of MCT, the consolidated amount distributable of the Group and the amount distributable of MCT, the consolidated movements of unitholders' funds of the Group and movements in unitholders' funds of MCT, the consolidated portfolio holdings of the Group and portfolio holdings of MCT and the consolidated cash flows of the Group for the financial year ended on that date.

What we have audited

The financial statements of MCT and the Group comprise:
- the statements of total return of the Group and MCT for the financial year ended 31 March 2018;
- the statements of financial position of the Group and MCT as at 31 March 2018;
- the distribution statements of the Group and MCT for the financial year ended 31 March 2018;
- the consolidated statement of cash flows of the Group for the financial year ended 31 March 2018;
- the statements of movements in unitholders' funds for the Group and MCT for the financial year ended 31 March 2018;
- the portfolio statement for the Group and MCT for the financial year ended 31 March 2018; and
- the notes to the financial statements, including a summary of significant accounting policies.

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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

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.

Our audit approach

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the accompanying financial statements. In particular, we considered where management made subjective judgements; for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. As in all of our audits, we also addressed the risk of management override of internal controls, including among other matters consideration of whether there was evidence of bias that represented a risk of material misstatement due to fraud.

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

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 for the financial year ended 31 March 2018. 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.

Key Audit Matter	How our audit addressed the Key Audit Matter
Valuation of investment properties Refer to Note 12 - Investment Properties As at 31 March 2018, the carrying value of the Group's investment properties of $6.68 billion accounted for 99.1% of the Group's total assets. The valuation of the investment properties was a key audit matter due to the significant judgement in the key inputs used in the valuation techniques. These key inputs include, capitalisation rates and discount rates and are dependent on the nature of each investment property and the prevailing market conditions. The key inputs are disclosed in Note 12 to the accompanying financial statements.	Our audit procedures included the following: • assessed the competence, capabilities and objectivity of the external valuers engaged by the Group; • obtained an understanding of the techniques used by the external valuers in determining the valuations of individual investment properties; • discussed the critical assumptions made by the external valuers for the key inputs used in the valuation techniques; • tested the integrity of information, including underlying lease and financial information provided to the external valuers; and • assessed the reasonableness of the adjusted capitalisation rates and discount rates by benchmarking these against those of comparable properties and prior year inputs. We have also assessed the adequacy of the disclosures relating to the assumptions, as we consider them as likely to be significant to users of the financial statements given the estimation uncertainty and sensitivity of the valuations. We found the external valuer to be a member of recognised bodies for professional valuers. We also found that the valuation techniques used were appropriate in the context of the Group's investment properties and the critical assumptions used for the key inputs were within the range of market data.

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

Other Information

The Manager is responsible for the other information. The other information comprises the information included in the Report of the Trustee, and Statement by the Manager (but does not include the financial statements and our auditor's report thereon) which we obtained prior to the date of this auditor's report, and other sections of MCT's Report to Unitholders 2018 ("Other Sections"), which are 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 auditor's 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 Other Sections, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance 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 Statement of Recommended Accounting Practice 7 "Reporting Framework for Unit Trusts" issued by the Institute of Singapore Chartered Accountants and for such internal control 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 the Group's operations, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Independent Auditor's Report to The Unitholders of Mapletree Commercial Trust

(Constituted under a Trust Deed in the Republic of Singapore)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

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 control.
- Obtain an understanding of internal control 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 control.
- 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 auditor's 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 auditor's 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 financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with 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 to 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 auditor's report unless law or regulation precludes 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 auditor's report is Yeow Chee Keong.

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants
Singapore, 24 April 2018

Statements of Total Return

For the financial year ended 31 March 2018

	Note	Group 2018 $'000	Group 2017 $'000	MCT 2018 $'000	MCT 2017 $'000
Gross revenue	3	**433,525**	377,747	**433,525**	377,747
Property operating expenses	4	**(94,680)**	(85,441)	**(94,680)**	(85,441)
Net property income		**338,845**	292,306	**338,845**	292,306
Finance income		**403**	463	**403**	463
Finance expenses	5	**(64,329)**	(54,168)	**(64,329)**	(54,168)
Manager's management fees					
- Base fees		**(16,087)**	(13,887)	**(16,087)**	(13,887)
- Performance fees		**(13,554)**	(11,692)	**(13,554)**	(11,692)
Trustee's fees		**(794)**	(706)	**(794)**	(706)
Other trust expenses	6	**(1,160)**	(1,445)	**(1,166)**	(1,451)
Foreign exchange gain/(loss)		**1,618**	(4,541)	**1,618**	(4,541)
Net income		**244,942**	206,330	**244,936**	206,324
Net change in fair value of financial derivatives		**(1,573)**	4,205	**(1,573)**	4,205
Net change in fair value of investment properties	12	**324,204**	135,305	**324,204**	135,305
Total return for the financial year before income tax		**567,573**	345,840	**567,567**	345,834
Income tax expense	7(a)	**(*)**	(*)	**-**	-
Total return for the financial year after income tax before distribution		**567,573**	345,840	**567,567**	345,834
Earnings per unit (cents)					
- Basic	8	**19.73**	13.32		
- Diluted	8	**19.73**	13.32		

* Amount is less than $1,000

The accompanying notes form an integral part of these financial statements.

Statements of Financial Position

As at 31 March 2018

	Note	Group 2018 $'000	Group 2017 $'000	MCT 2018 $'000	MCT 2017 $'000
ASSETS					
Current assets					
Cash and cash equivalents	9	**45,092**	53,907	**45,050**	53,874
Trade and other receivables	10	**2,946**	2,971	**2,946**	2,974
Other current assets	11	**418**	420	**418**	420
		48,456	57,298	**48,414**	57,268
Non-current assets					
Investment properties	12	**6,682,000**	6,337,000	**6,682,000**	6,337,000
Plant and equipment	13	**171**	161	**171**	161
Investment in subsidiary	14	**-**	-	*****	*
Derivative financial instruments	15	**10,186**	11,194	**10,186**	11,194
		6,692,357	6,348,355	**6,692,357**	6,348,355
Total assets		**6,740,813**	6,405,653	**6,740,771**	6,405,623
LIABILITIES					
Current liabilities					
Derivative financial instruments	15	**154**	388	**154**	388
Trade and other payables	16	**83,207**	71,458	**83,200**	71,457
Borrowings	17	**143,905**	-	**143,905**	-
Current income tax liabilities	7(c)	*****	*	**-**	-
		227,266	71,846	**227,259**	71,845
Non-current liabilities					
Derivative financial instruments	15	**1,483**	4,906	**1,483**	4,906
Other payables	16	**43,165**	41,694	**43,165**	41,694
Borrowings	17	**2,185,526**	2,329,754	**1,220,663**	1,583,079
Loans from a subsidiary	17	**-**	-	**964,863**	746,675
		2,230,174	2,376,354	**2,230,174**	2,376,354
Total liabilities		**2,457,440**	2,448,200	**2,457,433**	2,448,199
NET ASSETS ATTRIBUTABLE TO UNITHOLDERS		**4,283,373**	3,957,453	**4,283,338**	3,957,424
Represented by:					
Unitholders' funds		**4,283,373**	3,957,453	**4,283,338**	3,957,424
UNITS IN ISSUE ('000)	18	**2,880,156**	2,871,143	**2,880,156**	2,871,143
NET ASSET VALUE PER UNIT ($)		**1.49**	1.38	**1.49**	1.38

* Amount is less than $1,000

The accompanying notes form an integral part of these financial statements.

Distribution Statements

For the financial year ended 31 March 2018

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Amount available for distribution to Unitholders at the beginning of year	**100,406**	78,318	**100,406**	78,318
Total return for the year after income tax before distribution	**567,573**	345,840	**567,567**	345,834
Adjustment for net effect of non-tax deductible/ (chargeable) items and other adjustments (Note A)	**(307,214)**	(118,597)	**(307,208)**	(118,591)
Amount available for distribution	**360,765**	305,561	**360,765**	305,561
Distribution to Unitholders:				
Distribution of 2.26 cents per unit for the period from 1 January 2017 to 31 March 2017	**(64,888)**	-	**(64,888)**	-
Distribution of 2.23 cents per unit for the period from 1 April 2017 to 30 June 2017	**(64,142)**	-	**(64,142)**	-
Distribution of 2.24 cents per unit for the period from 1 July 2017 to 30 September 2017	**(64,458)**	-	**(64,458)**	-
Distribution of 2.30 cents per unit for the period from 1 October 2017 to 31 December 2017	**(66,215)**	-	**(66,215)**	-
Distribution of 2.02 cents per unit for the period from 1 January 2016 to 31 March 2016	**-**	(43,026)	**-**	(43,026)
Distribution of 2.03 cents per unit for the period from 1 April 2016 to 30 June 2016	**-**	(43,325)	**-**	(43,325)
Distribution of 0.74 cents per unit for the period from 1 July 2016 to 3 August 2016	**-**	(15,794)	**-**	(15,794)
Distribution of 1.31 cents per unit for the period from 4 August 2016 to 30 September 2016	**-**	(37,580)	**-**	(37,580)
Distribution of 2.28 cents per unit for the period from 1 October 2016 to 31 December 2016	**-**	(65,430)	**-**	(65,430)
Total Unitholders' distribution	**(259,703)**	(205,155)	**(259,703)**	(205,155)
Amount available for distribution to Unitholders at end of the year	**101,062**	100,406	**101,062**	100,406

The accompanying notes form an integral part of these financial statements.

Distribution Statements

For the financial year ended 31 March 2018

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Note A:				
Adjustment for net effect of non-tax deductible/(chargeable) items and other adjustments comprise:				
Major non-tax deductible/(chargeable) items:				
- Management fees paid/payable in units	**14,820**	12,789	**14,820**	12,789
- Trustee's fees	**794**	706	**794**	706
- Financing fees	**2,094**	2,139	**2,094**	2,139
- Net change in fair value of financial derivatives	**1,573**	(4,205)	**1,573**	(4,205)
- Net change in fair value of investment properties	**(324,204)**	(135,305)	**(324,204)**	(135,305)
- Unrealised foreign exchange (gain)/loss	**(1,618)**	4,541	**(1,618)**	4,541
- Other non-tax deductible items and other adjustments	**(673)**	738	**(667)**	744
	(307,214)	(118,597)	**(307,208)**	(118,591)

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the financial year ended 31 March 2018

	Note	2018 $'000	2017 $'000
Cash flows from operating activities			
Total return for the financial year after income tax before distribution		**567,573**	345,840
Adjustments for:			
- Income tax expense	7(a)	*****	*
- Depreciation	13	**61**	45
- Impairment of trade receivables	21(c)(ii)	**159**	1
- Fixed assets written off	13	**10**	-
- Unrealised foreign exchange (gain)/loss		**(1,618)**	4,541
- Net change in fair value of investment properties	12	**(324,204)**	(135,305)
- Net change in fair value of financial derivatives		**1,573**	(4,205)
- Finance income		**(403)**	(463)
- Finance expenses	5	**64,329**	54,168
- Manager's management fees paid/payable in units		**14,820**	12,789
		322,300	277,411
Change in working capital:			
- Trade and other receivables		**(162)**	2,078
- Other current assets		**2**	(55)
- Trade and other payables		**10,171**	13,248
Cash generated from operations		**332,311**	292,682
Excess income tax provision refunded to private trust unitholder	7(c)	**-**	(5,111)
Income tax paid	7(c)	**(*)**	(*)
Net cash provided by operating activities		**332,311**	287,571
Cash flows from investing activities			
Additions to investment properties		**(18,541)**	(18,496)
Acquisition of investment properties		**-**	(1,834,594) [1]
Additions of plant and equipment		**(81)**	(111)
Finance income received		**431**	451
Net cash used in investing activities		**(18,191)**	(1,852,750)
Cash flows from financing activities			
Proceeds from borrowings		**232,001**	1,004,800
Repayments of borrowings		**(452,000)**	(487,700)
Proceeds from issuance of notes		**220,000**	260,000
Payments of financing expenses		**(466)**	(4,397)
Payment of distribution to Unitholders		**(259,703)**	(201,507) [2]
Finance expenses paid		**(62,767)**	(49,265)
Payments of transaction costs related to the issue of units		**-**	(10,717)
Proceeds from issuance of new units		**-**	1,044,283
Net cash (used in)/provided by financing activities		**(322,935)**	1,555,497
Net decrease in cash and cash equivalents		**(8,815)**	(9,682)
Cash and cash equivalents			
Beginning of financial year		**53,907**	63,589
End of financial year	9	**45,092**	53,907

1 The amount excludes the payment of acquisition fees paid to the Manager by way of issuance of units.
2 The amount excludes the distribution by way of issuance of units pursuant to the Distribution Reinvestment Plan.
* Amount is less than $1,000

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the financial year ended 31 March 2018

Reconciliation of liabilities arising from financing activities

	Borrowings and interest payable 2018 $'000
Beginning of financial year	2,338,881
Proceeds from borrowings	232,001
Repayments of borrowings	(452,000)
Proceeds from issuance of notes	220,000
Finance expenses paid	(62,767)
Payments of financing expenses	(466)
Change in working capital:	
- Trade and other payables	(83)
Non-cash changes:	
- Finance expenses	64,329
- Unrealised foreign exchange gain	(1,618)
End of financial year	2,338,277

The accompanying notes form an integral part of these financial statements.

Statements of Movements in Unitholders' Funds

For the financial year ended 31 March 2018

		Group		MCT	
		2018	2017	**2018**	2017
	Note	**$'000**	$'000	**$'000**	$'000
OPERATIONS					
Balance at beginning of year		**976,334**	835,649	**976,305**	835,626
Total return for the year		**567,573**	345,840	**567,567**	345,834
Distributions to Unitholders		**(259,703)**	(205,155)	**(259,703)**	(205,155)
Balance at end of year		**1,284,204**	976,334	**1,284,169**	976,305
UNITHOLDERS' CONTRIBUTION					
Balance at beginning of year		**2,981,748**	1,928,144	**2,981,748**	1,928,144
Movement during the year					
- Issue of new units pursuant to Distribution Reinvestment Plan		**-**	3,648	**-**	3,648
- Manager's management fees paid in units		**13,828**	7,446	**13,828**	7,446
- Manager's acquisition fee paid in units		**-**	8,900	**-**	8,900
- Issue of new units pursuant to private placement		**-**	529,075	**-**	529,075
- Issue of new units pursuant to preferential offering		**-**	515,208	**-**	515,208
Issue costs		**-**	(10,673)	**-**	(10,673)
Balance at end of year		**2,995,576**	2,981,748	**2,995,576**	2,981,748
HEDGING RESERVE					
Balance at beginning of year		**(629)**	183	**(629)**	183
Changes in fair value		**4,222**	(812)	**4,222**	(812)
Balance at end of year	19	**3,593**	(629)	**3,593**	(629)
Total Unitholders' funds at the end of the year		**4,283,373**	3,957,453	**4,283,338**	3,957,424

The accompanying notes form an integral part of these financial statements.

Portfolio Statement

As at 31 March 2018

Property name	Acquisition date	Tenure of land	Term of lease[1]	Remaining term of lease	Location
VivoCity	N.A[2]	Leasehold	99 years	78 years	1 HarbourFront Walk VivoCity Singapore
Mapletree Business City I ("MBC I")	25 August 2016[3]	Leasehold	99 years	78 years	10, 20, 30 Pasir Panjang Road Singapore
PSA Building (excludes 17th-21st, 33rd and 39th storeys)	27 April 2011[3]	Leasehold	99 years	78 years	460 Alexandra Road PSA Building Singapore
Mapletree Anson	4 February 2013[3]	Leasehold	99 years	88 years	60 Anson Road Mapletree Anson Singapore
Bank of America Merrill Lynch HarbourFront ("MLHF")	27 April 2011[3]	Leasehold	99 years	78 years	2 HarbourFront Place Bank of America Merrill Lynch HarbourFront Singapore
Gross revenue / Investment properties - Group					
Other assets and liabilities (net) - Group					
Net assets attributable to Unitholders - Group					

Notes:

1 Refers to the leasehold tenure of the land.

2 VivoCity was owned and developed by MCT prior to Listing Date.

3 MBC I, PSA Building, Mapletree Anson and MLHF were acquired from Mapletree Business City Pte. Ltd. ("MBCPL"), Heliconia Realty Pte. Ltd., Mapletree Anson Pte. Ltd. and HarbourFront Place Pte. Ltd. respectively, which are direct and indirect wholly-owned subsidiaries of Mapletree Investments Pte Ltd.

Investment properties comprise a portfolio of commercial buildings that are leased to related and non-related parties under operating leases.

The carrying amounts of the investment properties were based on independent valuations as at 31 March 2018 conducted by CBRE Pte. Ltd. ("CBRE") for VivoCity and Knight Frank Pte. Ltd. ("Knight Frank") for MBC I , PSA Building, Mapletree Anson and MLHF (2017: the carrying amounts of the investment properties were based on independent valuations as at 31 March 2017 conducted by Knight Frank for VivoCity, Edmund Tie and Company (SEA) Pte Ltd ("ETC") for MBC I and CBRE for PSA Building, Mapletree Anson and MLHF). CBRE, Knight Frank and ETC have appropriate professional qualifications and experience in the location and category of the properties being valued. The valuations of the investment properties were based on the income capitalisation method and discounted cash flow method.

The accompanying notes form an integral part of these financial statements.

Gross revenue for the financial year ended 31/03/2018 $'000	Gross revenue for the financial year ended 31/03/2017 $'000	Occupancy rate as at 31/03/2018 %	Occupancy rate as at 31/03/2017 %	At valuation as at 31/03/2018 $'000	At valuation as at 31/03/2017 $'000	Percentage of total net assets attributable to Unitholders as at 31/03/2018 %	Percentage of total net assets attributable to Unitholders as at 31/03/2017 %
206,641	200,856	**93.1**	99.0	**3,028,000**	2,741,000	**70.7**	69.3
125,951	74,762	**99.4**	99.0	**1,892,000**	1,853,000	**44.2**	46.8
48,893	49,732	**96.1**	98.3	**740,000**	735,000	**17.3**	18.6
33,701	34,451	**86.6**	100.0	**701,000**	690,000	**16.3**	17.4
18,339	17,946	**100.0**	79.2	**321,000**	318,000	**7.5**	8.0
433,525	377,747			**6,682,000**	6,337,000	**156.0**	160.1
				(2,398,627)	(2,379,547)	**(56.0)**	(60.1)
				4,283,373	3,957,453	**100.0**	100.0

Notes to the Financial Statements

For the financial year ended 31 March 2018

These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

1. GENERAL

Mapletree Commercial Trust ("MCT") is a Singapore-domiciled Real Estate Investment Trust constituted pursuant to the trust deed dated 25 August 2005 (as amended) (the "Trust Deed") between Mapletree Investments Pte Ltd and VivoCity Pte. Ltd.. The Trust Deed is governed by the laws of the Republic of Singapore.

Mapletree Commercial Trust Management Ltd. (the "Manager") replaced Mapletree Investments Pte Ltd as manager of MCT and DBS Trustee Limited (the "Trustee") replaced VivoCity Pte. Ltd. as trustee of MCT respectively on 4 April 2011.

MCT was formally admitted to the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") on 27 April 2011 ("Listing Date") and was approved for inclusion under the Central Provident Fund Investment Scheme.

The principal investment activity of MCT is to invest directly or indirectly, in a diversified portfolio of properties with the primary objective of achieving an attractive level of return from rental income and for long-term capital growth.

MCT's current portfolio comprises 5 properties located in Singapore:
(a) VivoCity, Singapore's largest mall located in the HarbourFront Precinct;
(b) MBC I, a large-scale integrated office and business park complex in the Alexandra Precinct comprising an office tower and three business park blocks;
(c) PSA Building, an established integrated development in the Alexandra Precinct with a 40-storey office block and a three-storey retail centre, Alexandra Retail Centre;
(d) Mapletree Anson, a 19-storey premium office building located in Singapore's Central Business District; and
(e) MLHF, a premium six-storey office building in the HarbourFront Precinct.

MCT has entered into several service agreements in relation to the management of MCT and its property operations. The fee structures of these services are as follows:

(a) Trustee's fees

The Trustee's fee shall not exceed 0.1% per annum of the value of all the assets of the Group ("Deposited Property") (subject to a minimum of $12,000 per month) or such higher percentage as may be fixed by an Extraordinary Resolution of a meeting of Unitholders. The Trustee's fees are payable monthly in arrears out of the Deposited Property of the Group. The Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Trust Deed.

Based on the current arrangement between the Manager and the Trustee, the Trustee's fees are charged on a scaled basis of up to 0.02% per annum of the value of the Deposited Property (subject to a minimum of $12,000 per month).

(b) Manager's Management fees

Pursuant to the Trust Deed, the Manager is entitled to receive the following remuneration:

(i) a base fee not exceeding 0.25% per annum of the value of the Group's Deposited Property or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders; and

(ii) a performance fee of 4.0% per annum of the Group's net property income ("NPI") or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders.

The management fees payable to the Manager shall be paid in the form of cash and/or units. The base fees and performance fees paid in cash and/or units are paid quarterly and annually, in arrears respectively. The Manager has elected to receive 50% of its management fees in units and the balance in cash.

Notes to the Financial Statements

For the financial year ended 31 March 2018

1. GENERAL (continued)

(c) Acquisition and Divestment fees

The Manager is entitled to receive the following fees:

(i) an acquisition fee not exceeding 1.0% of the acquisition price of the real estate or real estate-related assets acquired directly or indirectly, through one or more special purpose vehicles ("SPVs") of MCT, pro-rated if applicable to the proportion of MCT's interest. For the purpose of this acquisition fee, real estate-related assets include all classes and types of securities relating to real estate; and

(ii) a divestment fee not exceeding 0.5% of the sale price of the real estate or real estate-related assets disposed, pro-rated if applicable to the proportion of MCT's interest. For the purpose of this divestment fee, real estate-related assets include all classes and types of securities relating to real estate.

The acquisition and divestment fees shall be paid in the form of cash and/or units and are payable as soon as practicable after completion of the respective acquisition or disposal.

(d) Fees under the Property Management Agreement

(i) Property management fees

Under the property management agreement, the property management fees to be paid to Mapletree Commercial Property Management Pte. Ltd. (the "Property Manager"), for each fiscal year (as defined in the Property Management Agreement), are as follows:

- 2.0% per annum of Gross Revenue for the properties;
- 2.0% per annum of the NPI for the properties (calculated before accounting for the property management fee in that financial period); and
- 0.5% per annum of the NPI for the relevant property (calculated before accounting for the property management fee in that financial period) in lieu of leasing commissions otherwise payable to the Property Manager and/or third party agents.

The property management fees are payable to the Property Manager monthly in arrears and in the form of cash.

(ii) Project management fees

The Trustee will pay the Property Manager, for each development or redevelopment of a property located in Singapore, a project management fee subject to:

- a limit of up to 3.0% of the total construction costs; and
- an opinion issued by an independent quantity surveyor, to be appointed by the Trustee upon recommendation by the Manager, that the agreed project management fee is within market norms and reasonable range.

The project management fee is payable to the Property Manager in the form of cash.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES

2.1 Basis of preparation

The financial statements have been prepared in accordance with the Statement of Recommended Accounting Practice 7 ("RAP 7") "Reporting Framework for Unit Trusts" issued by the Institute of Singapore Chartered Accountants ("ISCA"), the applicable requirements of the Code on Collective Investment Schemes ("CIS") issued by the Monetary Authority of Singapore ("MAS") and the provisions of the Trust Deed. RAP 7 requires that accounting policies adopted should generally comply with the principles relating to recognition and measurement of the Singapore Financial Reporting Standards ("FRS").

These financial statements, which are expressed in Singapore Dollars ("SGD") and rounded to the nearest thousand, unless otherwise stated, have been prepared under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of financial statements in conformity with RAP 7 requires management to exercise its judgement, and make estimates and assumptions in the process of applying the Group's accounting policies. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

The area involving a higher degree of judgement or complexity, where estimates and assumptions are significant to the financial statements, and where uncertainty has the most significant risk of resulting in a material adjustment within the next financial year is included in Note 12 – Investment properties.

Interpretations and amendments to published standards effective in 2017

On 1 April 2017, the Group adopted the new or amended FRS and Interpretations to FRS ("INT FRS") that are mandatory for application for the financial year. Changes to the Group's accounting policies have been made as required, in accordance with the relevant transitional provisions in the respective FRS and INT FRS.

The adoption of these new or amended FRS and INT FRS did not result in substantial changes to the accounting policies of the Group and MCT and had no material effect on the amounts reported for the current year or prior financial years except for the following:

FRS 7 *Statement of Cash Flows*

The Group has adopted the amendments to FRS 7 *Statement of Cash Flows (Disclosure initiative)* on 1 April 2017. It sets out the required disclosures that enable users of financial statements to evaluate changes in liabilities arising from financing activities, including both changes arising from cash flows and non-cash changes.

The Group has included the additional required disclosures in the Consolidated Statement of Cash Flows.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.2 Revenue recognition

Revenue comprises the fair value of the consideration received or receivable for the rendering of services and is presented net of goods and services tax, rebates and discounts.

The Group recognises revenue when the amount of revenue and related cost can be reliably measured, it is probable that the collectability of the related receivables is reasonably assured and when the specific criteria for each of the Group's activities are met as follows:

(a) *Rental income and service charges from operating leases*

The Group classifies the leases of its investment properties as operating leases as the Group retains substantially all risks and rewards incidental to ownership.

Rental income and service charges from operating leases are recognised on a straight-line basis over the term of the lease, except where an alternative basis is more representative of the pattern of benefits to be derived from the leased assets. Lease incentives granted are recognised as an integral part of the total rental income, over the term of the lease.

Contingent rents, which includes gross turnover rental, are recognised as income in the Statements of Total Return when earned and the amount can be measured reliably.

(b) *Car parking income*

Car parking income from the operation of car parks is recognised when the services are rendered.

(c) *Finance income*

Finance income is recognised on a time proportion basis using the effective interest method.

2.3 Expenses

(a) *Property operating expenses*

Property operating expenses are recognised on an accrual basis. Included in property operating expenses are property management fees which are based on the applicable formula stipulated in Note 1(d).

(b) *Manager's management fees*

Manager's management fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(b).

(c) *Trustee's fees*

Trustee's fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(a).

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.4 Borrowing costs

Borrowing costs are recognised in the Statements of Total Return using the effective interest method, except for those costs that are directly attributable to the construction or development of properties.

The actual borrowing costs on borrowings used to finance the construction or development of properties incurred during the period up to the issuance of the temporary occupation permit less any investment income on temporary investment of these borrowings, are capitalised in the cost of the property under development. Borrowing costs on general borrowings are capitalised by applying a capitalisation rate to construction or development expenditures that are financed by general borrowings.

No such borrowing costs on construction or development of properties have been incurred during the financial period.

2.5 Income taxes

Current income tax for current and prior periods are recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the reporting date.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred income tax arises from the initial recognition of an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable profit or loss at the time of the transaction.

A deferred income tax liability is recognised on temporary differences arising on investments in subsidiary, except where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences can be utilised.

Deferred income tax assets and liabilities are measured:

(i) at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the reporting date; and

(ii) based on the tax consequence that will follow from the manner in which the Group expects, at the reporting date, to recover or settle the carrying amounts of its assets and liabilities.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.5 Income taxes (continued)

Current and deferred income taxes are recognised as income or expenses in the Statements of Total Return, except to the extent that the tax arises from a transaction which is recognised directly in equity.

The Inland Revenue Authority of Singapore ("IRAS") has issued a tax ruling on the taxation of MCT for the income earned and expenditure incurred after its listing on the SGX-ST. Subject to meeting the terms and conditions of the tax rulings which include a distribution of at least 90% of the taxable income of MCT, the Trustee will not be taxed on the portion of taxable income of MCT that is distributed to Unitholders. Any portion of the taxable income that is not distributed to Unitholders will be taxed on the Trustee. In the event that there are subsequent adjustments to the taxable income when the actual taxable income of MCT is finally agreed with the IRAS, such adjustments are taken up as an adjustment to the taxable income for the next distribution following the agreement with the IRAS.

Although MCT is not taxed on its taxable income distributed, the Trustee and the Manager are required to deduct income tax at the applicable corporate tax rate from the distributions of such taxable income of MCT (i.e. which has not been taxed in the hands of the Trustee) to certain Unitholders. The Trustee and the Manager will not deduct tax from the distributions made out of MCT's taxable income to the extent that the beneficial Unitholder is:

- An individual (excluding partnerships);
- A tax resident Singapore-incorporated company;
- A non-corporate entity (excluding partnerships) registered or constituted in Singapore (e.g. town council, statutory board, registered charity, registered co-operative society, registered trade union, management corporation, club and trade and industry association);
- A branch of company incorporated outside Singapore; and
- Unitholders which are international organisations that are exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Cap. 145).

The above tax transparency ruling does not apply to gains from sale of real properties. Such gains, if they are considered as 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 gains without tax being deducted at source.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.6 Group accounting

(a) *Subsidiary*

(i) *Consolidation*

A subsidiary is an entity (including structured entity) over which the Group has control. The Group controls an entity when the Group 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. A subsidiary is fully consolidated from the date on which control is transferred to the Group. It is deconsolidated from the date on which control ceases.

In preparing the consolidated financial statements of the Group, transactions, balances and unrealised gains on transactions between group entities are eliminated. Unrealised losses are also eliminated but are considered an impairment indicator of the asset transferred. Accounting policies of MCT's subsidiary have been changed where necessary to ensure consistency with the policies adopted by the Group.

(ii) *Acquisitions of business*

The acquisition method of accounting is used to account for business combinations by the Group.

The consideration transferred for the business acquisition of a subsidiary comprises the fair value of the assets transferred, the liabilities incurred and the equity interests issued by the Group. The consideration transferred also includes the fair value of any contingent consideration arrangement and the fair value of any pre-existing equity interest in the subsidiary.

Acquisition-related costs are expensed as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date.

On an acquisition-by-acquisition basis, the Group recognises any non-controlling interest in the acquiree at the date of acquisition either at fair value or at the non-controlling interest's proportionate share of the acquiree's identifiable net assets.

The excess of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the identifiable net assets acquired is recorded as goodwill.

(iii) *Disposals*

When a change in the Group's ownership interest in a subsidiary results in a loss of control over the subsidiary, the assets and liabilities of the subsidiary including any goodwill are derecognised. Amounts previously recognised in other comprehensive income in respect of that entity are also reclassified to Statements of Total Return or transferred directly to Unitholders' funds if required by a specific Standard.

Any retained equity interest in the entity is remeasured at fair value. The difference between the carrying amount of the retained interest at the date when control is lost and its fair value is recognised in Statements of Total Return.

Please refer to Note 2.11 "Investment in subsidiary" for the accounting policy on investments in subsidiary in the financial statements of MCT.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.6 Group accounting (continued)

(b) Transactions with non-controlling interests

Changes in the Group's ownership interest in a subsidiary that do not result in a loss of control over the subsidiary are accounted for as transactions with equity owners of MCT. Any difference between the change in the carrying amounts of the non-controlling interest and the fair value of the consideration paid or received is recognised within equity attributable to the Unitholders of MCT.

2.7 Cash and cash equivalents

For the purpose of presentation in the consolidated statement of cash flows, cash and cash equivalents include cash on hand and deposits with financial institutions which are subject to an insignificant risk of change in value.

2.8 Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are presented as current assets, except for those expected to be realised later than 12 months after the reporting date, which are presented as non-current assets. Loans and receivables include "cash and cash equivalents", "trade and other receivables" and deposits presented in "other current assets" in the Statements of Financial Position.

These loans and receivables are initially recognised at fair value plus transaction cost and subsequently carried at amortised cost using the effective interest method, less accumulated impairment losses.

Loans and receivables are assessed at each reporting date whether there is objective evidence that these financial assets are impaired and recognises an allowance for impairment when such evidence exists.

Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy, and default or significant delay in payments are objective evidence that these financial assets are impaired.

The carrying amount of these loans and receivables are reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. When the asset becomes uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognised against the same line item in the Statements of Total Return.

The allowance for impairment loss account is reduced through the Statements of Total Return in a subsequent period when the amount of impairment loss decreases and the related decrease can be objectively measured. The carrying amount of the asset previously impaired is increased to the extent that the new carrying amount does not exceed the amortised cost had no impairment been recognised in prior periods.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.9 Investment properties

Investment properties for the Group are held for long-term rental yields and/or for capital appreciation.

Investment properties are accounted for as non-current assets and are initially recognised at cost and subsequently carried at fair value. The investment properties are valued by independent registered valuers at least once a year in accordance with the CIS. Changes in fair value are recognised in the Statements of Total Return.

Investment properties are subject to renovations or improvements from time to time. The costs of major renovations and improvements are capitalised while the carrying amounts of replaced components are recognised in the Statements of Total Return. The costs of maintenance, repairs and minor improvements are recognised in the Statements of Total Return when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to the Statements of Total Return.

If an investment property becomes substantially owner-occupied, it is reclassified as property, plant and equipment, and its fair value at the date of reclassification becomes its cost for accounting purposes.

For taxation purposes, MCT may claim capital allowances on assets that qualify as plant and machinery under the Income Tax Act.

2.10 Plant and equipment

(a) Measurement

Plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment loss.

The cost of an item of plant and equipment initially recognised includes its purchase price and any costs that are directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

(b) Depreciation

Depreciation on plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives as follows:

	Useful lives
Plant and equipment	2 years – 10 years

The residual values, estimated useful lives and depreciation method of plant and equipment are reviewed, and adjusted as appropriate, at each reporting date. The effects of any revision are recognised in the Statements of Total Return for the financial year when the changes arise.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.10 Plant and equipment (continued)

(c) Subsequent expenditure

Subsequent expenditure relating to plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits in excess of the originally assessed standard of performance of the existing asset will flow to the Group and the cost can be reliably measured. Other subsequent expenditure is recognised as an expense in the Statements of Total Return when incurred.

(d) Disposal

On disposal of an item of plant and equipment, the difference between the disposal proceeds and its carrying amount is recognised in the Statements of Total Return.

2.11 Investment in subsidiary

Investment in subsidiary is carried at cost less accumulated impairment losses in MCT's Statement of Financial Position. On disposal of the investment in subsidiary, the difference between net disposal proceeds and the carrying amounts of the investments are recognised in the Statements of Total Return.

2.12 Impairment of non-financial assets

Plant and equipment and investment in subsidiary are reviewed for impairment whenever there is any objective evidence or indication that this asset may be impaired.

For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash inflows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash generating unit ("CGU") to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount. The difference between the carrying amount and recoverable amount is recognised as an impairment loss in the Statements of Total Return.

An impairment loss for an asset is reversed if, and only if, there has been a change in the estimates used to determine the asset's recoverable amount or if there is a change in the events that had given rise to the impairment since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in prior years. A reversal of impairment loss for an asset is recognised in the Statements of Total Return.

2.13 Borrowings

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least 12 months after the reporting date, in which case they are presented as non-current liabilities.

Borrowings are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the Statements of Total Return over the period of the borrowings using the effective interest method.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.14 Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost, using the effective interest method.

2.15 Derivative financial instruments and hedging activities

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. The Group does not hold or issue derivative financial instruments for trading purposes.

A derivative financial instrument is initially recognised at its fair value on the date the contract is entered into and is subsequently carried at its fair value. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged.

The carrying amount of a derivative designated as a hedge is presented as a non-current asset or liability if the remaining expected life of the hedged item is more than 12 months and as a current asset or liability if the remaining expected life of the hedged item is less than 12 months.

(a) Cash flow hedge – Interest rate swaps

The Group has entered into interest rate swaps that are cash flow hedges to manage the Group's exposure to interest rate risk on its borrowings. These contracts entitle the Group to receive interest at floating rates on notional principal amounts and oblige the Group to pay interest at fixed rates on the same notional principal amounts, thus allowing the Group to raise borrowings at floating rates and swap them into fixed rates.

The fair value changes on the effective portion of interest rate swaps designated as cash flow hedges are recognised in the hedging reserve and reclassified to the Statements of Total Return when the hedged interest expense on the borrowings is recognised in the Statements of Total Return. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in the Statements of Total Return.

Where a hedge is designated as a cash flow hedge, the Group documents at the inception of the transaction the relationship between the hedging instruments and hedged items as well as its risk management objective and strategies for undertaking various hedge transactions. The Group also documents its assessment, both at hedge inception and on an ongoing basis, of whether the derivatives designated as hedging instruments are highly effective in offsetting changes in cash flows of the hedged items.

(b) Derivatives that are not designated or do not qualify for hedge accounting ("Non-hedging instruments")

Fair value changes on these derivatives are recognised in the Statements of Total Return when the changes arise.

Notes to the Financial Statements

For the financial year ended 31 March 2018

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

2.16 Fair value estimation of financial assets and liabilities

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques. The Group uses a variety of methods and makes assumptions that are based on market conditions existing at each reporting date. Where appropriate, quoted market prices or dealer quotes for similar instruments are used. Valuation techniques, such as discounted cash flow analysis, are also used to determine the fair values of the financial instruments, where appropriate.

The fair values of derivative financial instruments are calculated as the present value of the estimated future cash flows discounted at actively quoted interest rates.

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

2.17 Provisions

Provisions are recognised when the Group has a present legal or constructive obligation as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount can be made.

2.18 Currency translation

(a) Functional and presentation currency

Items included in the financial statements of each entity in the Group are measured using the currency of the primary economic environment in which the entity operates ("functional currency"). The financial statements are presented in Singapore Dollars, which is the functional currency of MCT.

(b) Transactions and balances

Transactions in a currency other than functional currency ("foreign currency") are translated into functional currency using the exchange rates at the dates of the transactions. Currency translation differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the reporting date are recognised in the Statements of Total Return.

2.19 Units and unit issuance expenses

Proceeds from the issuance of units in MCT are recognised as Unitholders' funds. Incremental costs directly attributable to the issuance of new units are deducted directly from the net assets attributable to the Unitholders.

2.20 Segment reporting

Operating segments are reported in a manner consistent with the internal reports provided to management who is responsible for allocating resources and assessing performance of the operating segments.

2.21 Distribution policy

MCT's distribution policy is to distribute at least 90.0% of its adjusted taxable income, comprising substantially its income from the letting of its properties and related property services income, interest income from the placement of periodic cash surpluses in bank deposits and after deducting allowable expenses and allowances. The actual level of distribution will be determined at the Manager's discretion, having regard to MCT's funding requirements, other capital management considerations and the overall stability of distributions. Distributions, when made, will be in Singapore Dollars.

Notes to the Financial Statements

For the financial year ended 31 March 2018

3. GROSS REVENUE

	Group and MCT	
	2018	2017
	$'000	$'000
Gross rental income	**405,817**	354,285
Car parking income	**9,081**	9,458
Other operating income	**18,627**	14,004
	433,525	377,747

Gross revenue is generated by the Group's and MCT's investment properties.

4. PROPERTY OPERATING EXPENSES

	Group and MCT	
	2018	2017
	$'000	$'000
Operation and maintenance	**18,783**	16,391
Utilities	**7,534**	9,702
Property tax	**36,598**	31,566
Property management fees	**17,581**	15,244
Staff costs	**9,311**	8,171
Marketing and professional expenses	**3,708**	3,508
Depreciation (Note 13)	**61**	45
Other operating expenses	**1,104**	814
	94,680	85,441

The Group and MCT do not have any employee on its payroll because its daily operations and administrative functions are provided by the Manager and Property Manager. Staff costs relate to reimbursements paid/payable to the Property Manager in respect of agreed employee expenditure incurred by the Property Manager for providing its services as provided for in the Property Management Agreement.

All of the Group's and MCT's investment properties generate rental income and the above expenses are direct operating expenses arising from its investment properties.

Notes to the Financial Statements

For the financial year ended 31 March 2018

5. FINANCE EXPENSES

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Interest expense				
- Bank and other borrowings	**52,094**	42,705	**29,500**	25,659
- Loans from a subsidiary	**-**	-	**22,594**	17,046
- Non-hedging derivative instruments	**2,466**	2,486	**2,466**	2,486
	54,560	45,191	**54,560**	45,191
Derivative hedging instruments				
- Cash flow hedges, reclassified from hedging reserve (Note 19)	**7,628**	6,805	**7,628**	6,805
Financing fees				
- Amortised borrowing costs	**1,843**	1,522	**1,843**	1,522
- Commitment and related bank fees	**298**	650	**298**	650
	64,329	54,168	**64,329**	54,168

6. OTHER TRUST EXPENSES

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Audit fee	**96**	96	**94**	94
Consultancy and professional fees	**298**	407	**295**	404
Valuation fees	**108**	118	**108**	118
Other trust expenses	**658**	824	**669**	835
	1,160	1,445	**1,166**	1,451

Included in other trust expenses of MCT was an amount of $12,000 (2017: $12,000) paid/payable to Mapletree Commercial Trust Treasury Company Pte. Ltd. ("MCTTC") in undertaking the treasury functions in relation to the Group's Medium Term Notes Programme ("MTN Programme").

Notes to the Financial Statements

For the financial year ended 31 March 2018

7. INCOME TAXES

(a) Income tax expense

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Tax expense attributable to total return is made up of:				
Current income tax				
- Current financial year	*****	*	**-**	-
- Under/(over) provision in prior year	*****	(*)	**-**	-
	*****	*	**-**	-

* Amount is less than $1,000

(b) The tax on the results for the financial year differs from the theoretical amount that would arise using the Singapore standard rate of income tax as follows:

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Total return before tax	**567,573**	345,840	**567,567**	345,834
Tax calculated at a tax rate of 17% (2017: 17%)	**96,487**	58,793	**96,486**	58,792
Effects of:				
- Expenses not deductible for tax purposes	**3,165**	3,556	**3,165**	3,556
- Income not subject to tax due to tax transparency ruling (Note 2.5)	**(44,261)**	(38,631)	**(44,261)**	(38,631)
- Income not subject to tax	**(55,391)**	(23,718)	**(55,390)**	(23,717)
- Under/(over) provision in prior year	*****	(*)	**-**	-
	*****	*	**-**	-

* Amount is less than $1,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

7. INCOME TAXES (continued)

(c) Current income tax liabilities

	Group		MCT	
	2018 **$'000**	2017 $'000	**2018** **$'000**	2017 $'000
Beginning of financial year	*	5,111	-	5,111
Excess income tax provision refunded	-	(5,111)	-	(5,111)
Income tax paid	(*)	(*)	-	-
Income tax expense	*	*	-	-
Under/(over) provision in prior years	*	(*)	-	-
End of financial year	*	*	-	-

* Amount is less than $1,000

The current income tax liabilities refer to income tax provision based on the taxable income of MCTTC.

During the previous financial year, the excess income tax provision of $5,111,000 relating to taxable income when MCT was a taxable private trust was refunded to the private trust unitholder following the closure of respective tax years of assessment.

8. EARNINGS PER UNIT

	Group	
	2018	2017
Total return attributable to Unitholders of MCT ($'000)	**567,573**	345,840
Weighted average number of units outstanding during the year ('000)	**2,877,303**	2,596,710
Basic and diluted earnings per unit (cents)	**19.73**	13.32

Diluted earnings per unit is the same as the basic earnings per unit as there are no dilutive instruments in issue during the financial year.

9. CASH AND CASH EQUIVALENTS

	Group		MCT	
	2018 **$'000**	2017 $'000	**2018** **$'000**	2017 $'000
Cash at bank and on hand	**18,092**	23,907	**18,050**	23,874
Short-term bank deposits	**27,000**	30,000	**27,000**	30,000
	45,092	53,907	**45,050**	53,874

Short-term bank deposits at the reporting date have a weighted average maturity of 1.9 months (2017: 0.8 months) from the end of the financial year. The effective interest rate at reporting date is 1.1% (2017: 0.8%) per annum.

Notes to the Financial Statements

For the financial year ended 31 March 2018

10. TRADE AND OTHER RECEIVABLES

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Trade receivables:				
- related parties	*****	*	*****	*
- non-related parties	**1,234**	1,150	**1,234**	1,150
Trade receivables – net	**1,234**	1,150	**1,234**	1,150
Non-trade receivables due from a subsidiary	**-**	-	**-**	3
Non-trade receivables due from related parties	**69**	61	**69**	61
Interest receivable:				
- non-related parties	**6**	34	**6**	34
Other receivables	**36**	39	**36**	39
Accrued revenue	**1,601**	1,687	**1,601**	1,687
	2,946	2,971	**2,946**	2,974

* Amount is less than $1,000

The non-trade receivables due from a subsidiary and related parties are unsecured, interest free and repayable on demand.

11. OTHER CURRENT ASSETS

	Group and MCT	
	2018	2017
	$'000	$'000
Deposits	**109**	106
Prepayments	**309**	314
	418	420

Notes to the Financial Statements

For the financial year ended 31 March 2018

12. INVESTMENT PROPERTIES

	Group and MCT	
	2018	2017
	$'000	$'000
Completed investment properties		
Beginning of financial year	**6,337,000**	4,341,800
Additions	**21,046**	17,041
Acquisition of investment property	**-**	1,843,494
Adjustments to prior year accrued development costs	**(250)**	(640)
Net change in fair value of investment properties taken to Statements of Total Return	**324,204**	135,305
End of financial year	**6,682,000**	6,337,000

During the previous financial year, MCT acquired MBC I for a purchase consideration of $1,780,000,000 and incurred directly attributable acquisition costs of $63,494,000. Included in the directly attributable acquisition costs was an acquisition fee of $8,900,000 paid to the Manager through the issuance of 5,785,983 units, stamp duty paid of $53,395,000 and fees of $130,000 paid to the auditor of MCT for the services rendered as the independent reporting auditor.

Investment properties are stated at fair value based on valuations performed by independent professional valuers. In determining the fair value, the valuers have used valuation methods which involved certain estimates.

Details of the investment properties are shown in the portfolio statement.

Investment properties are leased to both related and non-related parties under operating leases (Note 20(b)).

Fair value hierarchy

The table below analyses recurring non-financial assets carried at fair value. The different levels are defined as follows:

- Level 1 quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 unobservable inputs for the asset or liability.

All properties within MCT and the Group's portfolio are classified within Level 3. The reconciliation between the balances at the beginning of the financial year and end of the financial year is disclosed in the investment properties movement table presented as part of this note.

Notes to the Financial Statements

For the financial year ended 31 March 2018

12. INVESTMENT PROPERTIES (continued)

Fair value hierarchy (continued)

Valuation techniques used to derive Level 3 fair values

Level 3 fair values of MCT and the Group's properties have been generally derived using the income capitalisation method and discounted cash flow method. The income capitalisation and discounted cash flow methods involve the estimation of income and expenses, taking into account expected future changes in economic and social conditions, which may affect the value of the properties. The Manager is of the view that the valuation methods and estimates adopted and considered by the professional valuers are reflective of the current market condition.

Description	Fair value $'000	Valuation techniques	Key unobservable inputs	Range of unobservable inputs
Properties for leasing	6,682,000 (2017: 6,337,000)	Income capitalisation	Capitalisation rate	3.70% - 5.35% (2017: 3.85% - 5.50%)
		Discounted cash flow	Discount rate	7.00% - 7.50% (2017: 7.00% - 7.50%)

Significant reductions in the key unobservable inputs in isolation would result in a significantly higher fair value of the investment properties.

The significant unobservable inputs correspond to the following:

- Capitalisation rate - corresponds to a rate of return on investment properties based on the expected income that the property will generate.

- Discount rate - based on the risk-free rate for 10-year bonds issued by the government in Singapore, adjusted for a risk premium to reflect the increased risk of investing in the asset class.

There were no significant inter-relationships between unobservable inputs.

Notes to the Financial Statements

For the financial year ended 31 March 2018

13. PLANT AND EQUIPMENT

	Group and MCT	
	2018	2017
	$'000	$'000
Cost		
Beginning of financial year	**262**	210
Additions	**81**	52
Fixed assets written off	**(37)**	-
End of financial year	**306**	262
Accumulated depreciation		
Beginning of financial year	**101**	56
Depreciation charge	**61**	45
Fixed assets written off	**(27)**	-
End of financial year	**135**	101
Net book value		
End of financial year	**171**	161

14. INVESTMENT IN SUBSIDIARY

	MCT	
	2018	2017
	$'000	$'000
Equity investment at cost	*	*

Subsidiary held by MCT is as follows:

Name of company	Principal activities	Country of business/ incorporation	Proportion of shares held by Group and MCT 2018 %	2017 %
Mapletree Commercial Trust Treasury Company Pte. Ltd.[a]	Provision of treasury services	Singapore/ Singapore	**100**	100

[a] Audited by PricewaterhouseCoopers LLP, Singapore

* Amount is less than $1,000

There are no significant restrictions on the Company's subsidiary.

Notes to the Financial Statements

For the financial year ended 31 March 2018

15. DERIVATIVE FINANCIAL INSTRUMENTS

	Maturity	Contract notional amount $'000	Fair value assets $'000	Fair value liabilities $'000
Group and MCT				
2018				
Cash-flow hedges:				
Interest rate swaps	April 2018 – August 2022	**976,000**	**5,230**	**1,637**
Non-hedging instrument:				
Cross currency interest rate swap	March 2023	**100,000**	**4,956**	**-**
Total		**1,076,000**	**10,186**	**1,637**
Current portion			**-**	**154**
Non-current portion			**10,186**	**1,483**
2017				
Cash-flow hedges:				
Interest rate swaps	April 2017 – August 2022	1,149,800	4,324	4,954
Non-hedging instruments:				
Cross currency interest rate swap	March 2023	100,000	6,870	-
Interest rate swap	March 2018	100,000	-	340
Total		1,349,800	11,194	5,294
Current portion			-	388
Non-current portion			11,194	4,906

Interest rate swaps

Interest rate swaps are transacted to hedge variable interest payments on borrowings.

(i) If interest rate swaps are designated as cash flow hedges, fair value changes on the interest rate swaps recognised in the hedging reserve are reclassified to the Statements of Total Return as part of finance expense over the period of the borrowings.

(ii) If interest rate swaps are not designated as cash flow hedges, fair value changes on the interest rate swaps are recognised in the Statements of Total Return when the changes arise.

Cross currency interest rate swap

Cross currency interest rate swaps ("CCIRS") are transacted to hedge foreign currency interest rate risk arising from foreign denominated borrowings.

As at 31 March 2018, the Group held a JPY/SGD CCIRS to provide SGD variable rate funding. The CCIRS matures on the same date as the borrowings. Fair value changes on the CCIRS are recognised in the Statements of Total Return when the changes arise.

Notes to the Financial Statements

For the financial year ended 31 March 2018

16. TRADE AND OTHER PAYABLES

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Current				
Trade payables	**773**	603	**773**	603
Amounts due to related parties:				
- trade	**116**	542	**116**	542
- non-trade	**-**	*	**-**	*
Non-trade amounts due to a subsidiary	**-**	-	**83**	1
Accrued capital expenditure	**5,142**	3,308	**5,142**	3,308
Accrued operating expenses	**37,440**	32,622	**37,349**	32,614
Accrued retention sums	**919**	498	**919**	498
Interest payable	**8,846**	9,127	**8,846**	9,127
Tenancy related deposits	**15,610**	12,613	**15,610**	12,613
Other deposits	**246**	246	**246**	246
Rental received in advance	**4,521**	4,680	**4,521**	4,680
Net Goods and Services Tax payable	**5,621**	5,520	**5,622**	5,526
Other payables	**3,973**	1,699	**3,973**	1,699
	83,207	71,458	**83,200**	71,457
Non-current				
Tenancy related deposits	**43,165**	41,694	**43,165**	41,694
	126,372	113,152	**126,365**	113,151

* Amount is less than $1,000

The non-trade payables due to related parties and a subsidiary are unsecured, interest free and repayable on demand.

The fair value of the non-current tenancy related deposits approximates its carrying value as at reporting date.

Notes to the Financial Statements

For the financial year ended 31 March 2018

17. BORROWINGS AND LOANS FROM A SUBSIDIARY

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Current				
Bank loans	**144,000**	-	**144,000**	-
Transaction cost to be amortised	**(95)**	-	**(95)**	-
	143,905	-	**143,905**	-
Non-current				
Bank loans	**1,223,601**	1,587,600	**1,223,601**	1,587,600
Transaction cost to be amortised	**(2,938)**	(4,521)	**(2,938)**	(4,521)
	1,220,663	1,583,079	**1,220,663**	1,583,079
Medium term notes	**967,027**	748,645	**-**	-
Transaction cost to be amortised	**(2,164)**	(1,970)	**-**	-
	964,863	746,675	**-**	-
Total borrowings, non-current	**2,185,526**	2,329,754	**1,220,663**	1,583,079
Loans from a subsidiary	**-**	-	**967,027**	748,645
Transaction cost to be amortised	**-**	-	**(2,164)**	(1,970)
	-	-	**964,863**	746,675
	2,329,431	2,329,754	**2,329,431**	2,329,754

The above bank loans and borrowings are unsecured. In accordance with the various facility agreements, VivoCity, MBC I and Mapletree Anson are subject to a negative pledge (2017: VivoCity, MBC I and Mapletree Anson were subjected to a negative pledge).

(a) Maturity of borrowings

The non-current bank loans mature between 2019 and 2023 (2017: between 2018 and 2022). The medium term notes and loans from a subsidiary will mature between 2019 and 2027 (2017: 2019 and 2026).

(b) Medium term notes

In 2012, the Group established a $1,000,000,000 MTN Programme via its subsidiary, MCTTC. Under the MTN Programme, MCTTC may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes and senior or subordinated perpetual securities in series or tranches in Singapore Dollars or any other currency.

Each series of notes may be issued in various amounts and tenors, and may bear fixed, floating, variable or hybrid rates of interest or may not bear interest.

The notes shall constitute at all times direct, unconditional, unsecured and unsubordinated obligations of MCTTC ranking pari passu, without any preference or priority among themselves, and pari passu with all other present and future unsecured obligations of MCTTC. All sums payable in respect of the notes issued by MCTTC will be unconditionally and irrevocably guaranteed by DBS Trustee Limited, in its capacity as Trustee of MCT.

Notes to the Financial Statements

For the financial year ended 31 March 2018

17. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

(b) Medium term notes (continued)

Total notes outstanding as at 31 March 2018 under the MTN Programme is $967,027,000 (2017: $748,645,000), consisting of:

Maturity date	Interest rate per annum	Interest payment in arrears	2018 '000	2017 '000
(i) 24 August 2020	3.60%	Semi-annually	**$160,000**	$160,000
(ii) 12 April 2021	3.20%	Semi-annually	**$70,000**	$70,000
(iii) 7 November 2019	2.65%	Semi-annually	**$50,000**	$50,000
(iv) 3 February 2023	3.25%	Semi-annually	**$100,000**	$100,000
(v) 24 August 2026	3.11%	Semi-annually	**$175,000**	$175,000
(vi) 15 November 2023	2.795%	Semi-annually	**$85,000**	$85,000
(vii) 27 August 2027	3.045%	Semi-annually	**$100,000**	-
(viii) 23 September 2024	3.28%	Semi-annually	**$120,000**	-
(ix) 16 March 2023[1]	3 month JPY LIBOR + 0.30%	Quarterly	**JPY8,700,000**	JPY8,700,000

[1] A CCIRS has been entered into to hedge the JPY8,700,000,000 (2017: JPY8,700,000,000) Floating Rate Notes into notional principal amount of $100,000,000 (2017: $100,000,000) at a floating rate SGD basis payable semi-annually in arrears.

(c) Loans from a subsidiary

MCTTC has on-lent the proceeds from the issuance of the notes to MCT, who has in turn used these proceeds to re-finance its floating rate borrowings.

The loans are unsecured and repayable in full, consisting of:

Maturity date	Interest rate per annum	Interest payment in arrears	2018 '000	2017 '000
(i) 24 August 2020	3.60%	Semi-annually	**$160,000**	$160,000
(ii) 12 April 2021	3.20%	Semi-annually	**$70,000**	$70,000
(iii) 7 November 2019	2.65%	Semi-annually	**$50,000**	$50,000
(iv) 3 February 2023	3.25%	Semi-annually	**$100,000**	$100,000
(v) 24 August 2026	3.11%	Semi-annually	**$175,000**	$175,000
(vi) 15 November 2023	2.795%	Semi-annually	**$85,000**	$85,000
(vii) 27 August 2027	3.045%	Semi-annually	**$100,000**	-
(viii) 23 September 2024	3.28%	Semi-annually	**$120,000**	-
(ix) 16 March 2023[1]	3 month JPY LIBOR + 0.30%	Quarterly	**JPY8,700,000**	JPY8,700,000

[1] A CCIRS has been entered into to hedge the JPY8,700,000,000 (2017: JPY8,700,000,000) Floating Rate Notes into notional principal amount of $100,000,000 (2017: $100,000,000) at a floating rate SGD basis payable semi-annually in arrears.

Notes to the Financial Statements

For the financial year ended 31 March 2018

17. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

(d) Effective interest rates

The weighted average all-in cost of borrowings, including amortised cost charged on the loan were as follows:

	Group		MCT	
	2018	2017	**2018**	2017
Bank loans (current)	**2.12%**	-	**2.12%**	-
Bank loans (non-current)	**2.77%**	2.47%	**2.77%**	2.47%
Medium term notes (non-current)	**3.15%**	3.17%	**-**	-
Loans from a subsidiary (non-current)	**-**	-	**3.15%**	3.17%

(e) Carrying amount and fair value

The carrying amount of the current and non-current borrowings, which are at variable market rates, approximate their fair values at reporting date.

The carrying amount and fair value of the fixed rate non-current borrowings are as follows:

	Carrying amounts		Fair values	
	2018 $'000	2017 $'000	**2018 $'000**	2017 $'000
Group				
Medium term notes (non-current)	**860,000**	640,000	**855,931**	648,003
MCT				
Loans from a subsidiary (non-current)	**860,000**	640,000	**855,931**	648,003

The fair value above is determined from the cash flow analysis, discounted at market borrowing rates of an equivalent instrument at the reporting date at which the Manager expects to be available to the Group and MCT as follows:

	2018	2017
Group		
Medium term notes (non-current)	**2.52% - 3.49%**	2.35% - 3.26%
MCT		
Loans from a subsidiary (non-current)	**2.52% - 3.49%**	2.35% - 3.26%

The fair values are within Level 2 of the fair value hierarchy.

(f) Undrawn committed borrowing facilities

	Group and MCT	
	2018 $'000	2017 $'000
Expiring within one year	**50,000**	-
Expiring beyond one year	**99,999**	50,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

18. UNITS IN ISSUE

	Note	Group and MCT 2018 ’000	2017 ’000
Units at beginning of financial year		**2,871,143**	2,130,003
Units issued as settlement of Manager’s management fees	(a)	**9,013**	5,137
Units issued as settlement of Manager’s acquisition fee	(b)	**-**	5,786
Units issued arising from Distribution Reinvestment Plan	(c)	**-**	2,515
Units issued pursuant to private placement	(d)	**-**	364,879
Units issued pursuant to preferential offering	(e)	**-**	362,823
Units at end of financial year		**2,880,156**	2,871,143

(a) During the financial year, 9,013,274 new units (2017: 5,137,620) were issued at the issue price range of $1.5081 to $1.6262 (2017: $1.3936 to $1.5797) per unit, in respect of the part payment of Manager’s base fees to the Manager in units for the period from 1 January 2017 to 31 December 2017 and part payment of Manager’s performance fees in units for the financial year from 1 April 2016 to 31 March 2017 (2017: part payment of management fees to the Manager in units for the period from 1 January 2016 to 31 March 2016 and part payment of Manager’s base fees in units for the period from 1 April 2016 to 31 December 2016). The issue prices were determined based on the volume weighted average traded price for all trades done on SGX-ST in the ordinary course of trading for the last 10 business days of the relevant period on which the fees were accrued. These issuances represent non-cash transactions.

(b) During the previous financial year, 5,785,983 new units were issued at the issue price of $1.5382 per unit, amounting to $8,900,000, as satisfaction of the Manager’s acquisition fee arising from the acquisition of MBC I. The issuance represents a non-cash transaction.

(c) MCT introduced and implemented a Distribution Reinvestment Plan (“DRP”) on 24 July 2013 whereby the Unitholders have the option to receive their distribution in units instead of cash or a combination of units and cash.

During the previous financial year, 2,515,137 new units at the issue price of $1.4498 per unit were issued pursuant to the DRP. The issuances were related to distribution for the period from 1 January 2016 to 31 March 2016. The application of DRP was discontinued after the listing of these new units. These issuances represent non-cash transactions.

(d) During the previous financial year, 364,879,000 new units were issued at the issue price of $1.45 per unit, amounting to $529,075,000 for cash as part of the private placement undertaken by MCT.

(e) During the previous financial year, 362,822,648 new units were issued at the issue price of $1.42 per unit, amounting to $515,208,000 for cash as part of the preferential offering undertaken by MCT, where unitholders were entitled to subscribe for 17 new units for every 100 existing units held.

The proceeds raised from the private placement and preferential offering were used to partially fund the acquisition of MBC I and the related acquisition costs.

Notes to the Financial Statements

For the financial year ended 31 March 2018

18. UNITS IN ISSUE (continued)

Each unit in MCT represents an undivided interest in MCT. The rights and interests of Unitholders are contained in the Trust Deed and include the right to:

- Receive income and other distributions attributable to the units held;
- Participate in the termination of MCT by receiving a share of all net cash proceeds derived from the realisation of the assets of MCT less any liabilities, in accordance with their proportionate interests in MCT. However, a Unitholder does not have the right to require that any assets (or part thereof) of MCT be transferred to him; and
- Attend all Unitholders' meetings. The Trustee or the Manager may (and the Manager shall at the request in writing of not less than 50 Unitholders or Unitholders representing not less than 10.0% of the total Units issued) at any time convene a meeting of Unitholders in accordance with the provisions of the Trust Deed.

The restrictions of a Unitholder include the following:

- A Unitholder's right is limited to the right to require due administration of MCT in accordance with the provisions of the Trust Deed; and
- A Unitholder has no right to request to redeem his units while the units are listed on SGX-ST.

A Unitholder's liability is limited to the amount paid or payable for any units in MCT. The provisions of the Trust Deed provide that no Unitholder will be personally liable to indemnify the Trustee or any creditor of the Trustee in the event that the liabilities of MCT exceed its assets.

19. HEDGING RESERVE

	Group and MCT	
	2018	2017
	$'000	$'000
Beginning of financial year	**(629)**	183
Fair value losses	**(3,406)**	(7,617)
Reclassification to Statements of Total Return		
- Finance expenses (Note 5)	**7,628**	6,805
End of financial year	**3,593**	(629)

Hedging reserve is non-distributable.

Notes to the Financial Statements

For the financial year ended 31 March 2018

20. COMMITMENTS

(a) Capital commitments

Capital expenditures contracted for at the reporting date but not recognised in the financial statements amounted to $16,566,000 (2017: $10,500,000).

(b) Operating lease commitments – where the Group is a lessor

The Group and MCT lease out offices and retail spaces under non-cancellable operating leases. The leases have varying terms, escalation clauses and renewal rights. Some lessees are required to pay contingent rents computed based on their sales achieved during the lease period.

The future minimum lease receivables under non-cancellable operating leases contracted for at the reporting date but not recognised as receivables, are as follows:

	Group and MCT	
	2018	2017
	$'000	$'000
Not later than 1 year	**378,001**	373,171
Between 1 and 5 years	**696,443**	684,321
Later than 5 years	**155,489**	129,641
	1,229,933	1,187,133

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purposes of the above disclosure, the prevailing lease rentals are used.

The contingent lease payments recognised as revenue during the financial year were $13,498,000 (2017: $14,353,000).

21. FINANCIAL RISK MANAGEMENT

The Group's activities expose it to a variety of financial risks, including the effects of changes in interest rates and foreign exchange rates.

Risk management is carried out under policies approved by the Manager. The Manager provides written principles for overall risk management as well as policies covering specific areas, such as interest rate risk, currency risk, credit risk and liquidity risk. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities.

(a) Market risk – cash flow and fair value interest rate risks

Cash flow interest rate risk is the risk that the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Fair value interest rate risk is the risk that the fair value of a financial instrument will fluctuate due to changes in market interest rates. As the Group has no significant interest bearing assets, the Group's income and operating cash flows are substantially independent of changes in market interest rates. The Group monitors the interest rate on borrowings closely to ensure that the borrowings are maintained at favourable rates.

The Group's exposure to cash flow interest rate risks arises mainly from variable rate bank borrowings and medium term notes. The Group manages these cash flow interest rate risks using floating-to-fixed interest rate swaps and a floating-to-floating cross currency interest rate swap.

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(a) Market risk – cash flow and fair value interest rate risks (continued)

The exposure of the unhedged borrowings of the Group to interest rate changes and the contractual repricing dates at the reporting dates are as follows:

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
6 months or less:				
Revolving credit facilities	**50,001**	9,000	**50,001**	9,000
Term loans	**341,600**	428,800	**341,600**	428,800
Medium term notes	**100,000**	-	**-**	-
Loans from a subsidiary	**-**	-	**100,000**	-
	491,601	437,800	**491,601**	437,800

During the financial year, the Group has hedged its exposure to changes in interest rates on its variable rate borrowings by entering into the following contracts:

(i) Interest rate swaps, with notional contract amounts of $976,000,000 (2017: $1,149,800,000) whereby it receives variable rates equal to the Singapore swap offer rate on the notional amounts and pays fixed interest rates ranging from 1.40% to 2.33% (2017: 0.91% to 2.33%) per annum.

(ii) Cross currency interest rate swap, with a notional contract amount of $100,000,000 (2017: $100,000,000) whereby it receives a variable rate of JPY LIBOR + 0.3% (2017: JPY LIBOR + 0.3%) per annum on the notional amount and pays a variable rate of Singapore swap offer rate + 1.08% (2017: Singapore swap offer rate + 1.08%) per annum. Interest rate swap with notional contract amount of $100,000,000 (2017: $100,000,000) entered into to receive this variable rate and pay fixed interest rate of 1.705% (2017: 1.705%) per annum, has expired during the financial year.

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(a) Market risk – cash flow and fair value interest rate risks (continued)

Sensitivity analysis

The Group's borrowings at variable rates on which effective hedges have not been entered into are denominated in Singapore Dollars. If the Singapore Dollars interest rates increase/(decrease) by 0.50% (2017: 0.50%) with all other variables including tax rate being held constant, the total return and hedging reserve attributable to Unitholders will increase/(decrease) by the amounts as follows, as a result of higher/lower interest expenses and higher/lower fair value of interest rate swaps and cross currency interest rate swap respectively:

	Increase / (Decrease)			
	Statements of Total Return		Hedging Reserve	
	Increase by 0.50% $'000	Decrease by 0.50% $'000	Increase by 0.50% $'000	Decrease by 0.50% $'000
Group and MCT				
2018				
Interest bearing borrowings	**(2,458)**	**2,458**	**-**	**-**
Interest rate swaps	**-**	**-**	**8,868**	**(8,868)**
Cross currency interest rate swap	**321**	**(324)**	**-**	**-**
	(2,137)	**2,134**	**8,868**	**(8,868)**
2017				
Interest bearing borrowings	(2,189)	2,189	-	-
Interest rate swaps	455	(457)	10,795	(10,795)
Cross currency interest rate swap	88	(90)	-	-
	(1,646)	1,642	10,795	(10,795)

(b) Market risk – currency risk

The Group is exposed to foreign currency risk on interest bearing borrowings that are denominated in a currency other than the functional currency of the entities within the Group. The Group hedges this risk by entering into CCIRS with notional contract amount of JPY8,700,000,000 into Singapore Dollars amounting to $100,000,000. The CCIRS matures on the same date that the JPY medium term notes are due for repayment.

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(c) Credit risk

Credit risk refers to the risk that tenants or counterparties of the Group will default on its contractual obligations resulting in a financial loss to the Group. The major classes of financial assets of the Group and MCT are cash and bank deposits and trade receivables. For trade receivables, the Group's credit risk policy is to deal only with customers of appropriate credit history, and obtaining sufficient security where appropriate to mitigate credit risk. For other financial assets, the Group adopts the policy of dealing with high credit quality counterparties.

(i) Financial assets that are neither past due nor impaired

Bank deposits that are neither past due nor impaired are mainly deposits with banks with high credit-ratings assigned by international credit-rating agencies. Trade receivables that are neither past due nor impaired are substantially companies with a good collection track record with the Group.

(ii) Financial assets that are past due and/or impaired

There is no other class of financial assets that is past due and/or impaired except for trade receivables.

The age analysis of trade receivables past due but not impaired is as follows:

	Group and MCT	
	2018	2017
	$'000	$'000
Past due < 3 months	**1,192**	1,107
Past due over 3 months	**42**	43
	1,234	1,150

The carrying amount of trade receivables individually determined to be impaired and the movement in the related allowance for impairment are as follows:

	Group and MCT	
	2018	2017
	$'000	$'000
Allowance for impairment		
Beginning of financial year	**1**	-
Allowance made	**159**	1
Allowance utilised	**(118)**	-
End of financial year	**42**	1

The Manager believes that no additional allowance is necessary in respect of the remaining trade and other receivables as these receivables are mainly arising from tenants with good records with sufficient security in the form of bankers guarantees or cash security deposits as collaterals.

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk

The Group and MCT adopt prudent liquidity risk management by maintaining sufficient cash to fund their working capital and financial obligations.

The table below analyses non-derivative financial liabilities of the Group and MCT into relevant maturity groupings based on the remaining period from the reporting date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows of non-derivative financial liabilities, including interest payments. Balances due within 12 months equal their carrying amounts as the impact of discounting is not significant.

	Less than 1 year $'000	**Between 1 and 5 years $'000**	**More than 5 years $'000**
Group			
As at 31 March 2018			
Trade and other payables	**73,065**	**41,448**	**1,717**
Borrowings	**157,194**	**1,797,291**	**619,264**
	230,259	**1,838,739**	**620,981**
As at 31 March 2017			
Trade and other payables	61,258	40,821	873
Borrowings	50,704	1,737,626	765,359
	111,962	1,778,447	766,232
MCT			
As at 31 March 2018			
Trade and other payables	**73,057**	**41,448**	**1,717**
Borrowings	**129,552**	**1,224,047**	**100,019**
Loans from a subsidiary	**27,642**	**573,244**	**519,245**
	230,251	**1,838,739**	**620,981**
As at 31 March 2017			
Trade and other payables	61,251	40,821	873
Borrowings	29,998	1,389,331	265,865
Loan from a subsidiary	20,706	348,295	499,494
	111,955	1,778,447	766,232

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(d) Liquidity risk (continued)

The table below analyses the Group and MCT's derivative financial instruments for which contractual maturities are essential for an understanding of the timing of the cash flows into relevant maturity groupings based on the remaining period from the reporting date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows associated with financial derivatives which are expected to impact the Statements of Total Return.

	Less than 1 year $'000	Between 1 and 5 years $'000	More than 5 years $'000
Group and MCT			
As at 31 March 2018			
Net-settled interest rate swaps			
- Net cash outflows	**4,228**	**2,561**	**-**
Gross-settled cross currency interest rate swap			
- Cash inflows	**(268)**	**(108,089)**	**-**
- Cash outflows	**2,549**	**110,092**	**-**
	6,509	**4,564**	**-**
As at 31 March 2017			
Net-settled interest rate swaps			
- Net cash outflows	7,455	12,706	327
Gross-settled cross currency interest rate swap			
- Cash inflows	(312)	(1,250)	(108,944)
- Cash outflows	2,336	9,350	102,233
	9,479	20,806	(6,384)

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(e) Capital risk

The Manager's objective when managing capital is to optimise the Group's capital structure within the borrowing limits set out in the CIS to fund acquisitions and asset enhancement works at the Group's properties. To maintain or achieve an optimal capital structure, the Manager may issue new units or source additional borrowings from both financial institutions and capital markets.

The Group is subject to the aggregate leverage limit as defined in the Appendix 6 of the CIS ("Property Funds Appendix"). The Property Funds Appendix stipulates that the total borrowings and deferred payments (together the "Aggregate Leverage") of a property fund should not exceed 45.0% (2017: 45.0%) of its Deposited Property. The Group currently has a corporate family rating of Baa1 Stable (2017: Baa1 Stable) by Moody's Investors Service.

The Group has complied with the Aggregate Leverage requirements for the financial years ended 31 March 2018 and 31 March 2017.

	Group	
	2018 **$'000**	2017 $'000
Total gross borrowings[1]	**2,327,601**	2,327,600
Total deposited property	**6,740,813**	6,405,653
Aggregate leverage ratio	**34.5%**	36.3%

[1] Reflects total gross borrowings after taking into account the CCIRS taken to hedge the JPY8,700,000,000 (2017: JPY8,700,000,000) floating rate medium term notes.

There were no changes in the Group's approach to capital management during the financial year.

The Group is in compliance with externally imposed capital requirements for the financial years ended 31 March 2018 and 31 March 2017.

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(f) Fair value measurements

The following table presents assets and liabilities measured at fair value and classified by level of the following fair value measurement hierarchy:

- Level 1 quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 unobservable inputs for the asset or liability.

	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
Group and MCT				
As at 31 March 2018				
Assets				
Derivative financial instruments				
- Interest rate swaps	**-**	**5,230**	**-**	**5,230**
- Cross currency interest rate swap	**-**	**4,956**	**-**	**4,956**
	-	**10,186**	**-**	**10,186**
Liabilities				
Derivative financial instruments				
- Interest rate swaps	**-**	**(1,637)**	**-**	**(1,637)**
	-	**(1,637)**	**-**	**(1,637)**
As at 31 March 2017				
Assets				
Derivative financial instruments				
- Interest rate swaps	-	4,324	-	4,324
- Cross currency interest rate swap	-	6,870	-	6,870
	-	11,194	-	11,194
Liabilities				
Derivative financial instruments				
- Interest rate swaps	-	(5,294)	-	(5,294)
	-	(5,294)	-	(5,294)

Notes to the Financial Statements

For the financial year ended 31 March 2018

21. FINANCIAL RISK MANAGEMENT (continued)

(f) Fair value measurements (continued)

The fair value of the derivative financial instruments not traded in an active market is determined by using valuation techniques based on market conditions existing at each reporting date. The fair values of interest rate swaps and cross currency interest rate swap are calculated as the present value of the estimated future cash flows.

The carrying value of trade and other receivables, other current assets and trade and other payables approximate their fair values. The fair value of financial liabilities is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Group for similar financial instruments. The fair value of borrowings approximates their carrying amounts as the interest rates of such loans are adjusted for changes in relevant market interest rate except for the fixed rate medium term notes as disclosed in Note 17(e) to the financial statements.

(g) Financial instruments by category

The carrying amount of the different categories of financial instruments is as disclosed on the face of the Statements of Financial Position and in Note 15 to the financial statements, except for the following:

	Group		MCT	
	2018	2017	**2018**	2017
	$'000	$'000	**$'000**	$'000
Loans and receivables	**48,147**	56,984	**48,105**	56,954
Financial liabilities at amortised cost	**2,445,661**	2,432,706	**2,445,653**	2,432,699

22. INTERMEDIATE AND ULTIMATE HOLDING COMPANIES

With the adoption of FRS 110 *Consolidated Financial Statements* (which came into effect for annual periods beginning on or after 1 January 2014), for financial reporting purposes, the Group is regarded as a subsidiary of Mapletree Investments Pte Ltd.

Consequentially, the intermediate and ultimate holding companies are Mapletree Investments Pte Ltd and Temasek Holdings (Private) Limited respectively. The intermediate and ultimate holding companies are incorporated in Singapore.

Notes to the Financial Statements

For the financial year ended 31 March 2018

23. SIGNIFICANT RELATED PARTY TRANSACTIONS

For the purpose of these financial statements, parties are considered to be related to the Group when the Group has the ability, directly or indirectly to control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Group and the party are companies that are under common control with a Unitholder that has significant influence. The Manager and the Property Manager are indirect wholly-owned subsidiaries of the intermediate holding company.

During the financial year, in addition to those disclosed elsewhere in the financial statements, the following significant related party transactions took place at terms agreed between the parties:

	2018 $'000	2017 $'000
Manager's management fees paid/payable to the Manager	**29,641**	25,579
Manager's acquisition fee in units paid to the Manager	**-**	8,900
Acquisition of investment property from related company of the Manager	**-**	1,780,000
Property operating expenses recovered/recoverable from and paid/payable to related party of the Manager[1]	**2,085**	1,631
Property and project management fees paid/payable to the Property Manager	**17,657**	15,386
Staff costs paid/payable to the Property Manager	**9,311**	8,171
Trustee's fees paid/payable to the Trustee	**794**	706
Rental and other related income received/receivable from related parties	**26,095**	20,349
Other products and service fees paid/payable to related parties	**4,530**	8,735
Interest expenses, financing fees and fees related to the issue of units paid/payable to a related party	**14,346**	18,143

[1] This amount reflects the costs relating to the provision of shared services to MBC I for contracts procured by MCT and MBCPL respectively pursuant to the Shared Services Agreement for the provision of property maintenance services for MBC I. The costs and expenses apportionment is based on agreed terms as set out in the Shared Services Agreement.

Notes to the Financial Statements

For the financial year ended 31 March 2018

24. FINANCIAL RATIOS

	2018	2017
Ratio of expenses to weighted average net assets[1]		
- including performance component of asset management fees	**0.80%**	0.80%
- excluding performance component of asset management fees	**0.46%**	0.46%
Portfolio Turnover Ratio[2]	**-**	-

[1] The annualised ratios are computed in accordance with the guidelines of Investment Management Association of Singapore dated 25 May 2005.

The expenses used in the computation relate to expenses of the Group, excluding property expenses, borrowing costs, net foreign exchange differences and income tax expense.

[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 in accordance with the formulae stated in the CIS. The portfolio turnover ratio was Nil (2017: Nil) for the financial years ended 31 March 2018 and 31 March 2017 as there were no sales of investment properties.

25. SEGMENT REPORTING

For the purpose of making resource allocation decisions and the assessment of segment performance, MCT's management reviews internal/management reports of its investment properties.

MCT's management monitors and assesses the performance of the individual property within the Group's portfolio. This forms the basis of identifying the operating segments of the Group.

Segment revenue comprises mainly of income generated from its tenants. Segment net property income represents the income earned by each segment after allocating property operating expenses. This is the measure reported to the management for the purpose of assessment of segment performance. In addition, the management monitors the non-financial assets as well as financial assets attributable to each segment when assessing segment performance.

Segment results, assets and liabilities 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, trust expenses, finance income and finance expenses.

Information regarding the Group's reportable segments is presented in the following tables.

Notes to the Financial Statements

For the financial year ended 31 March 2018

25. SEGMENT REPORTING (continued)

The segment information provided to management for the reportable segments for the year ended 31 March 2018 is as follows:

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Gross revenue	206,641	125,951	48,893	33,701	18,339	433,525
Property operating expenses	(49,985)	(22,223)	(11,845)	(6,688)	(3,939)	(94,680)
Segment net property income	156,656	103,728	37,048	27,013	14,400	338,845
Finance income						403
Finance expenses						(64,329)
Manager's management fees						(29,641)
Trustee's fees						(794)
Other trust expenses						(1,160)
Foreign exchange gain						1,618
Net income						244,942
Net change in fair value of financial derivatives						(1,573)
Net change in fair value of investment properties	271,504	38,607	655	10,734	2,704	324,204
Total return for the financial year before income tax						567,573
Income tax expense						(*)
Total return for the financial year after income tax before distribution						567,573

* Amount is less than $1,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

25. SEGMENT REPORTING (continued)

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Segment assets						
- Investment properties	**3,028,000**	**1,892,000**	**740,000**	**701,000**	**321,000**	**6,682,000**
- Plant and equipment	**120**	**-**	**2**	**49**	**-**	**171**
- Trade receivables	**1,823**	**150**	**12**	**224**	**626**	**2,835**
	3,029,943	**1,892,150**	**740,014**	**701,273**	**321,626**	**6,685,006**
Unallocated assets						
- Cash and cash equivalents						**45,092**
- Other receivables						**111**
- Other current assets						**418**
- Derivative financial instruments						**10,186**
Total assets						**6,740,813**
Segment liabilities	**43,753**	**9,058**	**8,929**	**6,845**	**772**	**69,357**
Unallocated liabilities						
- Trade and other payables						**57,015**
- Borrowings						**2,329,431**
- Current income tax liabilities						*****
- Derivative financial instruments						**1,637**
Total liabilities						**2,457,440**
Other segmental information						
Additions to:						
- Investment properties	**15,746**	**393**	**4,345**	**266**	**296**	**21,046**
- Plant and equipment	**60**	**-**	**-**	**21**	**-**	**81**

* Amount is less than $1,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

25. SEGMENT REPORTING (continued)

The segment information provided to management for the reportable segments for the year ended 31 March 2017 is as follows:

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Gross revenue	200,856	74,762	49,732	34,451	17,946	377,747
Property operating expenses	(50,425)	(13,425)	(11,253)	(6,663)	(3,675)	(85,441)
Segment net property income	150,431	61,337	38,479	27,788	14,271	292,306
Finance income						463
Finance expenses						(54,168)
Manager's management fees						(25,579)
Trustee's fees						(706)
Other trust expenses						(1,445)
Foreign exchange loss						(4,541)
Net income						206,330
Net change in fair value of financial derivatives						4,205
Net change in fair value of investment properties	129,133	9,487	(6,615)	(397)	3,697	135,305
Total return for the financial year before income tax						345,840
Income tax expense						(*)
Total return for the financial year after income tax before distribution						345,840

* Amount is less than $1,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

25. SEGMENT REPORTING (continued)

	VivoCity $'000	MBC I $'000	PSA Building $'000	Mapletree Anson $'000	MLHF $'000	Total $'000
Segment assets						
- Investment properties	2,741,000	1,853,000	735,000	690,000	318,000	6,337,000
- Plant and equipment	117	-	3	41	-	161
- Trade receivables	2,386	126	179	106	40	2,837
	2,743,503	1,853,126	735,182	690,147	318,040	6,339,998
Unallocated assets						
- Cash and cash equivalents						53,907
- Other receivables						134
- Other current assets						420
- Derivative financial instruments						11,194
Total assets						6,405,653
Segment liabilities	41,110	6,403	8,729	5,931	620	62,793
Unallocated liabilities						
- Trade and other payables						50,359
- Borrowings						2,329,754
- Current income tax liabilities						*
- Derivative financial instruments						5,294
Total liabilities						2,448,200
Other segmental information						
Additions to:						
- Investment properties	15,271	19	1,051	397	303	17,041
- Plant and equipment	47	-	5	-	-	52

* Amount is less than $1,000

Notes to the Financial Statements

For the financial year ended 31 March 2018

26. NEW OR REVISED RECOMMENDED ACCOUNTING PRACTICE, ACCOUNTING STANDARDS AND INTERPRETATIONS

Below are the mandatory standards that have been published, and are relevant for the Group's accounting periods beginning on or after 1 April 2018 or later periods and which the Group had not early adopted:

- **FRS 109 *Financial Instruments*** (effective for annual periods beginning on or after 1 January 2018)

  FRS 109 retains the mixed measurement model and establishes three primary measurement categories for financial assets: amortised cost, fair value through Other Comprehensive Income ("OCI") and fair value through profit or loss. The basis of classification depends on the entity's business model and the contractual cash flow characteristics of the financial asset. Investments in equity instruments are required to be measured at fair value through profit or loss with the irrevocable option at inception to present changes in fair value in OCI ("FVOCI"). Gains and losses realised on the sale of financial assets at FVOCI are not transferred to profit or loss on sale but reclassified from FVOCI reserve to retained profits.

  Under FRS 109, there are no changes to the classification and measurement requirements for financial liabilities except for recognition of fair value changes arising from changes in own credit risk. For liabilities designated at fair value through profit or loss, such changes are recognised in OCI.

  FRS 109 relaxes the requirements for hedge effectiveness by replacing the bright line hedge effectiveness tests. It requires an economic relationship between the hedged item and hedging instrument and for the 'hedged ratio' to be the same as the one management uses for risk management purposes.

  There is also now a new expected credit losses impairment model that replaces the incurred loss impairment model used in FRS 39. It applies to financial assets classified at amortised cost, debt instruments measured at fair value through OCI, contract assets under FRS 115 *Revenue from Contracts with Customers*, lease receivables, loan commitments and certain financial guarantee contracts.

  The new standard also introduces expanded disclosure requirements and changes in presentation.

  The Group plans to adopt the new FRS retrospectively from 1 April 2018 in line with the transition provisions permitted under the standard. Comparatives for the financial year ended 31 March 2018 will not be restated and the Group will recognise any difference between the carrying amounts as at 31 March 2018 and 1 April 2018 in the Statements of Movements in Unitholders' Funds.

  The following financial assets will be subject to the expected credit losses impairment model under FRS 109:

  - Trade receivables; and
  - Other receivables and amounts due from related parties

  The Group does not expect a material impact on the provision for impairment of the above financial assets.

Notes to the Financial Statements

For the financial year ended 31 March 2018

26. NEW OR REVISED RECOMMENDED ACCOUNTING PRACTICE, ACCOUNTING STANDARDS AND INTERPRETATIONS (continued)

- **FRS 115 *Revenue from contracts with customers*** (effective for annual periods beginning on or after 1 January 2018)

  FRS 115 replaces FRS 11 *Construction Contracts*, FRS 18 *Revenue* and related interpretations.

  Revenue is recognised when a customer obtains control of a good or service. A customer obtains control when it has the ability to direct the use of and obtain the benefits from the good or service. The core principle of FRS 115 is that an entity recognises revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity recognises revenue in accordance with that core principle by applying the following steps:

  - Step 1: Identify the contract(s) with a customer
  - Step 2: Identify the performance obligations in the contract
  - Step 3: Determine the transaction price
  - Step 4: Allocate the transaction price to the performance obligations in the contract
  - Step 5: Recognise revenue when (or as) the entity satisfies a performance obligation

  FRS 115 also includes a cohesive set of disclosure requirements that will result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing and uncertainty of revenue and cash flows arising from the entity's contracts with customers.

  The Group does not anticipate that the adoption of this new FRS would have a material impact on the Group's financial statements.

- **FRS 11*6 Leases*** (effective for annual periods beginning on or after 1 January 2019)

  FRS 116 will result in almost all leases being recognised on the balance sheet, as the distinction between operating and finance leases is removed. Under the new standard, an asset (the right to use the leased item) and a financial liability to pay rentals are recognised. The only exceptions are short-term and low-value leases. The accounting for lessors will not change significantly.

  Some of the commitments may be covered by the exception for short-term and low-value leases and some commitments may relate to arrangements that will not qualify as leases under FRS 116.

  The new standard also introduces expanded disclosure requirements and changes in presentation.

  The Group plans to adopt the new standard retrospectively on 1 April 2019 and in line with the transition provisions permitted under the standard, the cumulative effect of initial application will be recognised as an adjustment to the opening unitholders' funds as at 1 April 2019. The Group does not expect the impact on the financial statements to be significant.

27. EVENTS OCCURRING AFTER REPORTING DATE

Subsequent to the reporting date, the Manager announced a distribution of 2.27 cents per unit for the period from 1 January to 31 March 2018.

28. AUTHORISATION OF FINANCIAL STATEMENTS

The financial statements were authorised for issue by the Manager and the Trustee on 24 April 2018.