

## IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES OR, IN RESPECT OF ANY OFFERING OF SECURITIES UNDER CATEGORY 2 OF REGULATION S OF THE SECURITIES ACT, TO ANY U.S. PERSON.

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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR, IN RESPECT OF ANY OFFERING OF SECURITIES UNDER CATEGORY 2 OF REGULATION S OF THE SECURITIES ACT, TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE FOLLOWING OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND IN PARTICULAR, MAY NOT BE FORWARDED OR, IN RESPECT OF ANY OFFERING OF SECURITIES UNDER CATEGORY 2 OF REGULATION S OF THE SECURITIES ACT, TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

**Confirmation of your Representation:** In order to be eligible to view this offering circular or make an investment decision with respect to the securities, investors must not be U.S. persons (within the meaning of Regulation S under the Securities Act). You have accessed the following offering circular on the basis that you have confirmed your representation to DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, CIMB Bank Berhad, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Mizuho Securities Asia Limited and United Overseas Bank Limited that (1) the electronic mail address that you gave us and to which this e-mail has been delivered or being accessed is not located in the U.S., and you are not a U.S. person nor are you acting on behalf of a U.S. person and, to the extent you purchase the securities described in the attached offering circular, you will be doing so pursuant to Regulation S under the Securities Act, and (2) you consent to delivery of the following offering circular and any amendments, supplements thereto by electronic transmission.

By accepting this document, if you are an investor in Singapore, you: (A) represent and warrant that you are either an institutional investor (as defined under Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA, a relevant person (as defined under Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or a person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore; and (B) agree to be bound by the limitations and restrictions described herein. Any reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

You are reminded that this offering circular has been delivered to you on the basis that you are a person into whose possession this offering circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this offering circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Dealers (as defined herein) or any affiliate of any of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the relevant Issuer (as defined herein) in such jurisdiction.

This offering circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust), MPACT Treasury Company Pte. Ltd., Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd., Mapletree North Asia Commercial Treasury Company (HKSAR) Limited, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, CIMB Bank Berhad, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Mizuho Securities Asia Limited, United Overseas Bank Limited or any person who controls any of them or any director, officer, employee or agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the offering circular distributed to you in electronic format and the hard copy version available to you on request from DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust), MPACT Treasury Company Pte. Ltd., Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd., Mapletree North Asia Commercial Treasury Company (HKSAR) Limited, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, CIMB Bank Berhad, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Mizuho Securities Asia Limited or United Overseas Bank Limited.

Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

## OFFERING CIRCULAR



DBS TRUSTEE LIMITED

(in its capacity as trustee of MapleTree Pan Asia Commercial Trust)

**MPACT TREASURY COMPANY PTE. LTD.**

(incorporated with limited liability in Singapore)

(UEN/Company registration number: 201212430W)

**MAPLETREE NORTH ASIA COMMERCIAL TRUST TREASURY COMPANY (S) PTE. LTD.**

(incorporated with limited liability in Singapore)

(UEN/Company registration number: 201302648M)

**MAPLETREE NORTH ASIA COMMERCIAL TREASURY COMPANY (HKSAR) LIMITED**

(incorporated with limited liability in Hong Kong Special Administrative Region)

(Company registration number: 1859970)

**\$S\$5,000,000,000**

**Euro Medium Term Securities Programme**

unconditionally and irrevocably guaranteed, in the case of Securities (as defined below) issued by MPACT Treasury Company Pte. Ltd., MapleTree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. or MapleTree North Asia Commercial Treasury Company (HKSAR) Limited, by DBS Trustee Limited (in its capacity as trustee of MapleTree Pan Asia Commercial Trust)

Under this \$S\$5,000,000,000 Euro Medium Term Securities Programme (the **Programme**), each of DBS Trustee Limited (in its capacity as trustee of MapleTree Pan Asia Commercial Trust (**MPACT**)) (**MPACT Trustee**), MPACT Treasury Company Pte. Ltd. (**MPACT TCo**), MapleTree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. (**MPACT Spore-TCo**), MapleTree North Asia Commercial Treasury Company (HKSAR) Limited (**MPACT HK-TCo**) and any New Issuer (as defined herein, and together with the MPACT Trustee, MPACT TCo, MPACT Spore-TCo and MPACT HK-TCo, the **Issuers**, and each an **Issuer**), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the **Notes**) or perpetual securities (the **Perpetual Securities**) and, together with the Notes, the **Securities**) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below).

The payments of all amounts due in respect of the Notes or Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer will be unconditionally and irrevocably guaranteed by the MPACT Trustee (the **Guarantor**).

The Programme Agreement, the Trust Deed and the Agency Agreement (each as defined herein) each contain provisions enabling the MPACT Trustee to, from time to time, nominate any Subsidiaries (as defined in the Conditions of the Notes) of MPACT as additional issuers (each a **New Issuer**) to issue Securities. It is intended that such New Issuer shall accede to the terms of the Programme by executing, *inter alia*, a new issuer programme accession letter, a supplemental English law trust deed, a supplemental Singapore law trust deed and a supplemental agency agreement, and thereafter, shall become, and be treated as, an Issuer for the purpose of the Programme. In such event, the MPACT Trustee, MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, and such additional New Issuer(s) shall make available a supplemental Offering Circular in relation to such accession. Unless and until a supplemental Offering Circular is published providing details of the accession of a New Issuer under the Programme, references in this Offering Circular to the **Issuers** and the **relevant Issuer** should be taken as references to the MPACT Trustee, MPACT TCo, MPACT Spore-TCo and MPACT HK-TCo only.

The maximum aggregate nominal amount of all Notes and Perpetual Securities from time to time outstanding under the Programme will not exceed \$S\$5,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes and Perpetual Securities may be issued on a continuing basis to one or more of the Dealers specified under "Overview of the Programme" and any further Dealer appointed under the Programme from time to time by the relevant Issuer and the Guarantor (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Issuer** shall be to the MPACT Trustee, MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo, as the case may be, as issuer of the Notes or Perpetual Securities under the Programme as specified in the applicable Pricing Supplement (as defined herein), and references to the **relevant Dealer** shall, in the case of an issue of Notes or Perpetual Securities being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes or Perpetual Securities.

**An investment in Notes or Perpetual Securities issued under the Programme involves certain risks. For a discussion of these risks see "Risk Factors".**

Approval-in-principle has been received from the Singapore Exchange Securities Trading Limited (the **SGX-ST**) in connection with the Programme and application will be made to the SGX-ST for permission to deal in, and for a quotation of, any Notes or Perpetual Securities to be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes or Perpetual 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 Notes or Perpetual Securities on the SGX-ST are not to be taken as an indication of the merits of the relevant Issuer, the Guarantor, MPACT, the Programme, the Notes or the Perpetual Securities.

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

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

The Notes and Perpetual Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States (or, in certain circumstances, to, or for the account or benefit of, U.S. persons) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. See "Form of the Notes" and "Form of the Perpetual Securities" for descriptions of the manner in which the Notes and Perpetual Securities will be issued. The Notes and Perpetual Securities are subject to certain restrictions on transfer, see "Subscription and Sale".

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore (**MAS**). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes or Perpetual Securities may not be circulated or distributed, nor may the Notes or Perpetual 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 (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time, including by such of its subsidiary legislation as may be applicable at the relevant time.

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

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

**Arrangers**



**Dealers**



The date of this Offering Circular is 27 September 2022.

The Issuers and the Guarantor accept responsibility for the information contained in this Offering Circular. To the best of the knowledge of the Issuers and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

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

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

Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Notes or Perpetual Securities are the persons named in the applicable Pricing Supplement as the relevant Dealer or the Managers, as the case may be.

Copies of Pricing Supplements will be available from the registered office of the relevant Issuer and the specified office set out below of the Principal Paying Agent (as defined below) (save that a Pricing Supplement relating to an unlisted Note or Perpetual Security will only be available for inspection by a holder of such Note or Perpetual Security and such holder must produce evidence satisfactory to the relevant Issuer or the Principal Paying Agent as to its holding of Notes or Perpetual Securities, as the case may be, and its identity).

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

Neither the Arrangers, the Dealers, the Agents (as defined below) nor the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arrangers, the Dealers the Agents or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuers or the Guarantor in connection with the Programme. None of the Arrangers, Dealers, Agents or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuers or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuers, the Guarantor, the Agents or the Trustee to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme, the Notes or the Perpetual Securities 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 Dealers, any of the Agents or the Trustee.

Neither this Offering Circular nor any other information supplied in connection with the Programme, any Notes or Perpetual Securities (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuers, the Guarantor, any of the Arrangers or Dealers, any of the Agents or the Trustee that any recipient of this Offering Circular or any other information supplied in connection with the Programme, should purchase any Notes or Perpetual Securities. Each investor contemplating purchasing any Notes or Perpetual Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and/or the Guarantor. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes or Perpetual Securities constitutes an offer or invitation by or on behalf of the Issuers or the Guarantor, any of the Arrangers or Dealers, any of the Agents or the Trustee to any person to subscribe for or to purchase any Notes or Perpetual Securities.

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

The Notes and the Perpetual Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the Securities Act) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes and Perpetual Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see “*Subscription and Sale*”).

The Notes and the Perpetual Securities have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor has any of the foregoing authorities passed upon or endorsed the merits of any offering of Notes and Perpetual Securities or the accuracy or the adequacy of this Offering Circular. Any representation to the contrary is a criminal offence in the United States.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes or Perpetual Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes or Perpetual Securities may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Arrangers, the Dealers and the Trustee do not represent that this Offering Circular may be lawfully distributed, or that any Notes or Perpetual Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Arrangers, the Dealers or the Trustee which is intended to permit a public offering of any Notes or Perpetual Securities or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes or Perpetual Securities may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular, any Notes or Perpetual Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes or Perpetual

Securities. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes or Perpetual Securities in the United States, the European Economic Area, the United Kingdom, Japan, Hong Kong<sup>1</sup> and Singapore, see “*Subscription and Sale*”.

MPACT does not have a separate legal personality and accordingly, in this Offering Circular, all representations, warranties, undertakings and other obligations and liabilities expressed or otherwise contemplated to be given, assumed, discharged or performed by MPACT, and all rights, powers and duties of MPACT, shall be construed and take effect as representations and warranties given, as undertakings and other obligations, liabilities assumed or to be discharged and performed by, and rights, powers and duties of, MPACT Management Ltd. (MPACTM or the MPACT Manager) and the MPACT Trustee, in accordance with the trust deed dated 25 August 2005 entered into between the MPACT Manager and the MPACT Trustee constituting MPACT, as amended, varied and/or supplemented from time to time (the MPACT Trust Deed).

All references in this Offering Circular to *U.S. dollars*, *U.S.\$* and *\$* refer to United States dollars, to *RMB* refers to Renminbi, *S\$* and *SGD* refer to Singapore dollars, *£* or *Sterling* refers to British Pound Sterling, *HK\$* or *Hong Kong dollar* refer to Hong Kong dollars, *KRW* or *₩* refers to Korean Won and *JPY* or *¥* refers to Japanese Yen. In addition, all references to *Euro*, *EUR* or *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended. References to the *United States*, *U.S.* or *US* in this Offering Circular shall be to the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

Any discrepancies in any table between totals and sums of the amounts listed are due to rounding.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

## SUPPLEMENTAL OFFERING CIRCULAR

The Issuers and the Guarantor have given an undertaking to the Arrangers and Dealers that in the event of an issue of Notes or Perpetual Securities under the Programme and (i) a significant new factor, material mistake or inaccuracy relating to the information included in this Offering Circular which is capable of affecting the assessment of the Notes or the Perpetual Securities, as the case may be, arising or being noted, (ii) a change in the condition of the Issuers, the Guarantor, MPACT and/or the MPACT Group which is material in the context of the Programme or the issue of any Notes or Perpetual Securities and the giving of the Guarantee or (iii) the Offering Circular otherwise coming to contain an untrue statement of a material fact or omitting to state a material fact necessary to make the statements contained therein not misleading or if it is necessary at any time to amend this Offering Circular to comply with, or reflect changes in, the laws or regulations of Singapore, Hong Kong or any other relevant jurisdiction, they shall prepare an amendment or supplement to this Offering Circular (each amendment or supplement, a **Supplemental Offering Circular**) or publish a replacement Offering Circular for use in connection with any subsequent offering of Notes or Perpetual Securities and shall supply to each of the Arrangers and the Dealers such number of copies of such Supplemental Offering Circular or replacement hereto as such Arrangers or Dealers may reasonably request. The Issuers and the Guarantor have also given an undertaking to the Arrangers and Dealers that, in order for a New Issuer to accede to the Programme as an Issuer and to issue Securities thereunder, the Issuers and the Guarantor shall update or amend the Offering Circular giving details of such New Issuer by the publication of a supplement to it or a new Offering Circular giving details of such New Issuer. References to this **Offering Circular** shall be taken to mean this document and all the documents from time to time incorporated by reference herein and forming part thereof.

<sup>1</sup> Where “Hong Kong” is mentioned, it refers to the Hong Kong Special Administrative Region.

## FORWARD LOOKING STATEMENTS

The Issuers and the Guarantor have included statements in this Offering Circular which contain words or phrases such as **will, would, aim, aimed, is likely, are likely, believe, expect, expected to, will continue, anticipated, estimate, estimating, intend, plan, seeking to, future, objective, should, can, could, may**, and similar expressions or variations of such expressions, that are “forward-looking statements”. Actual results may differ materially from those suggested by the forward-looking statements due to certain risks or uncertainties associated with each Issuer’s and the Guarantor’s expectations with respect to, but not limited to, their ability to successfully implement their strategy, their ability to integrate recent or future mergers or acquisitions into their operations, their growth and expansion, the outcome of any legal or regulatory proceedings they are or become a party to, the future impact of new accounting standards and the environment in which they operate.

## CAUTIONARY STATEMENT ON PRO FORMA FINANCIAL INFORMATION

This Offering Circular includes certain unaudited pro forma consolidated financial information of the MPACT Group as at and for the financial year ended 31 March 2022 (**Unaudited Pro Forma Consolidated Financial Information**) which has been prepared to give effect to the merger of Mapletree Commercial Trust (**MCT**) and Mapletree North Asia Commercial Trust (**MNACT**) to form MPACT effected through acquisition by MCT of all the issued and paid-up units of MNACT by way of a trust scheme of arrangement that became effective on 21 July 2022 (the **Merger**). The Unaudited Pro Forma Consolidated Financial Information comprises an unaudited pro forma consolidated statement of financial position as at 31 March 2022 (the **Unaudited Pro Forma Consolidated Statement of Financial Position**), an unaudited pro forma consolidated statement of profit or loss for the year ended 31 March 2022 (the **Unaudited Pro Forma Consolidated Statement of Profit or Loss**) and the related notes. The Unaudited Pro Forma Consolidated Financial Information has been prepared as though the Merger occurred as at 1 April 2021 for the purpose of the consolidated statement of profit or loss and on 31 March 2022 for the purpose of the statement of financial position.

The Unaudited Pro Forma Consolidated Financial Information has been prepared in a manner consistent with the accounting policies adopted by MCT and its subsidiaries (the **MCT Group**) and MNACT and its subsidiaries (the **MNACT Group**) in their latest audited consolidated financial statements, which were in accordance with the Singapore Financial Reporting Standards (International) (**SFRS(I)**) and on the basis of the applicable criteria set out in the section entitled “*Unaudited Pro Forma Consolidated Financial Information of the MPACT Group*”.

The Unaudited Pro Forma Consolidated Financial Information reflects certain estimates, assumptions and judgements made by the MPACT Group. These estimates, assumptions and judgements affect the reported amounts of assets and liabilities as of the date presented, as well as revenue and expenses reported for the period presented. As a result, the Unaudited Pro Forma Consolidated Financial Information is not necessarily indicative of what the MPACT Group’s actual results of operations or financial position would have been for the period presented or as of the date presented (as the case may be), nor does it purport to project the MPACT Group’s results of operations or financial position for any future period or date.

Potential investors are cautioned that the Unaudited Pro Forma Consolidated Financial Information has been prepared on the bases, assumptions and accounting policies set out in the section entitled “*Unaudited Pro Forma Consolidated Financial Information of the MPACT Group*”. Consequently, the Unaudited Pro Forma Consolidated Financial Information is not necessarily an indication of (i) the financial performance or the financial position that would have been realised if MPACT (assuming that the Merger was completed and MCT had acquired all the units of MNACT on 1 April 2021 or 31 March 2022 (as the case may be)) had existed during the financial year ended 31 March 2022; or (ii) the financial performance or the financial position that will be realised in the future. The Unaudited Pro Forma Consolidated Financial Information should be read together with these bases, assumptions and accounting policies.

The objective of the Unaudited Pro Forma Consolidated Financial Information is to show what the financial performance and financial position might have been had MPACT (assuming that the Merger was completed and MCT had acquired all the units of MNACT on 1 April 2021 or 31 March 2022 (as the case may be)) had existed at an earlier date. However, the Unaudited Pro Forma Consolidated Financial Information is not necessarily indicative of the financial performance and the financial position that would have been attained had it actually existed earlier. The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and, because of its nature, may not give a true picture of the MPACT Group's actual financial performance or financial position. The adjustments set forth in the Unaudited Pro Forma Consolidated Financial Information are based upon available information and assumptions that the MPACT Group believes to be appropriate.

Potential investors should exercise caution when using such data to evaluate the MPACT Group's financial performance and financial position. Please see also the risk factor entitled "*The Unaudited Pro Forma Consolidated Financial Information is presented for illustrative purposes only (and may not be suitable for any other purposes) and is not necessarily indicative of the future performance of MPACT*" herein.

### IMPORTANT – EEA RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes or Perpetual Securities includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes and Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the Notes and Perpetual Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes and Perpetual Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### IMPORTANT – UK RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes or Perpetual Securities includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes and Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European (Withdrawal) Act 2018 (the **EUWA**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes and Perpetual Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes and Perpetual Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

## **MIFID II PRODUCT GOVERNANCE/TARGET MARKET**

The Pricing Supplement in respect of any Notes or Perpetual Securities may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and Perpetual Securities and which channels for distribution of the Notes and Perpetual Securities are appropriate. Any person subsequently offering, selling or recommending the Notes and Perpetual Securities (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes and Perpetual 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 Notes or Perpetual Securities is a manufacturer in respect of such Notes or Perpetual Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

## **UK MIFIR PRODUCT GOVERNANCE/TARGET MARKET**

The Pricing Supplement in respect of any Notes or Perpetual Securities may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and Perpetual Securities and which channels for distribution of the Notes and Perpetual Securities are appropriate. Any person subsequently offering, selling or recommending the Notes and Perpetual Securities (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes and Perpetual 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 UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes or Perpetual Securities is a manufacturer in respect of such Notes or Perpetual Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

## **NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SFA**

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

## **NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT**

Prospective investors should be aware that certain intermediaries in the context of certain offerings of the Securities, including certain Dealers, may be “capital market intermediaries” (**CMIs**) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Hong Kong Securities and Futures Commission (the **SFC Code**). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs,

which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as “overall coordinators” (together, the **OCs**) for such offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealers in respect of each offering of Securities under the Programme.

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

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the relevant Issuer to all private banks for orders they place (other than in relation to the Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant offering based on the principal amount of the Securities distributed by such private banks to investors. Details of any such rebate (where applicable) will be notified to prospective investors on or prior to the launch of an offering of Securities under the Programme. If a prospective investor is an asset management arm affiliated with any Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the Dealer or its group company has more than 50% interest, in which case it will be classified as a “proprietary order” and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such “proprietary order” may negatively impact the price discovery process in relation to such offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a “proprietary order”. If a prospective investor is otherwise affiliated with any Dealer, such that its order may be considered to be a “proprietary order” (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a “proprietary order”. Where prospective investors disclose such information but do not disclose that such “proprietary order” may negatively impact the price discovery process in relation to such offering, such “proprietary order” is hereby deemed not to negatively impact the price discovery process in relation to such offering.

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

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In connection with the issue of any Tranche of Notes or Perpetual Securities, as the case may be, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Pricing Supplement may over-allot Notes or Perpetual Securities, as the case may be, or effect transactions with a view to supporting the market price of the Notes or Perpetual Securities, as the case may be, at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes or Perpetual Securities, as the case may be, is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes or Perpetual Securities, as the case may be, and 60 days after the date of the allotment of the relevant Tranche of Notes or Perpetual Securities, as the case may be. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes or Perpetual Securities and the applicable Pricing Supplement. The relevant Issuer and any relevant Dealer may agree that Notes or, as the case may be, Perpetual Securities shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes and listed Perpetual Securities only and if appropriate, a supplemental Offering Circular will be published.*

Words and expressions defined in “Form of the Notes”, “Form of the Perpetual Securities”, “Terms and Conditions of the Notes” and “Terms and Conditions of the Perpetual Securities” shall have the same meanings in this Overview. In addition, the term **Conditions** when used in this overview shall mean, in the case of Notes, the Terms and Conditions of the Notes and, in the case of Perpetual Securities, the Terms and Conditions of the Perpetual Securities.

Issuers:

DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)

MPACT Treasury Company Pte. Ltd.

Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd.

Mapletree North Asia Commercial Treasury Company (HKSAR) Limited

and any New Issuer that may accede as an Issuer to the Programme

Legal Entity Identifier (LEI) –

Mapletree Pan Asia Commercial Trust:	549300BF18K4IC5LZ208
MPACT Treasury Company Pte. Ltd.:	549300EUSACSTG0HDI86
Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd.:	549300W4SJMO3XNUN253
Mapletree North Asia Commercial Treasury Company (HKSAR) Limited:	5493000V72FVUYARQH97

Accession of New Issuers to issue Securities:	The Programme Agreement, the Trust Deed and the Agency Agreement each contain provisions enabling the MPACT Trustee to, from time to time, nominate any Subsidiaries of MPACT as additional issuers to issue Securities. It is intended that such New Issuer shall accede to the terms of the Programme by executing, <i>inter alia</i> , a new issuer programme accession letter, a supplemental English law trust deed, a supplemental Singapore law trust deed and a supplemental agency agreement and shall become, and be treated as, an Issuer for the purpose of the Programme.
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In such event, the MPACT Trustee, MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and such additional New Issuer(s) shall make available a supplemental Offering Circular in relation to such accession. Unless and until a supplemental Offering Circular is published providing details of the accession of a New Issuer under the Programme, references in this Offering Circular to the Issuers and the relevant Issuer should be taken as references to the MPACT Trustee, MPACT TCo, MPACT Spore-TCo and MPACT HK-TCo only.

Guarantor (only in the case of Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer):

DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)

Description:

Euro Medium Term Securities Programme

Arrangers:

DBS Bank Ltd.

Oversea-Chinese Banking Corporation Limited

Dealers:

DBS Bank Ltd.

Oversea-Chinese Banking Corporation Limited

CIMB Bank Berhad, Singapore Branch

The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch

Mizuho Securities Asia Limited

United Overseas Bank Limited

and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions:

Each issue of Notes or Perpetual Securities denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of this Offering Circular.

## Notes having a maturity of less than one year

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

The minimum specified denomination of each Note or Perpetual Security (i) to be admitted to trading on a regulated market within the EEA or the UK or (ii) offered to the public (A) in a Member State of the EEA in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**) or (B) in the UK in circumstances which require the publication of a prospectus under the Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the **UK Prospectus Regulation**) shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes or Perpetual Securities).

Trustee:	HSBC Institutional Trust Services (Singapore) Limited
Principal Paying Agent	The Hongkong and Shanghai Banking Corporation Limited
Registrar and Transfer Agent in respect of Registered Notes or Registered Perpetual Securities:	The Hongkong and Shanghai Banking Corporation Limited
CDP Paying Agent:	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
Programme Size:	Up to S\$5,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Guarantee:	The Notes and Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer will be unconditionally and irrevocably guaranteed by the Guarantor in accordance with the Terms and Conditions of the Notes and the Terms and Conditions of the Perpetual Securities respectively.
Distribution:	The Notes and Perpetual Securities may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

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

Currencies:

The Notes and Perpetual Securities may be denominated in Euro, Sterling, U.S. dollars, Japanese Yen, Renminbi, Singapore dollars, Hong Kong dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the relevant Issuer and the relevant Dealer(s).

Maturities:

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

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 Conditions of the Perpetual Securities or as otherwise specified in the applicable Pricing Supplement.

Issue Price:

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

Form of Notes and Perpetual Securities:

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

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

Denomination of Notes and Perpetual Securities:	The Notes and the Perpetual Securities will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s), save that the minimum denomination of each Note or Perpetual Security will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “ <i>Overview of the Programme – Certain Restrictions</i> ” above.
Risk Factors:	There are certain factors that may affect the relevant Issuer’s ability to fulfil its obligations under Notes or, as the case may be, Perpetual Securities issued under the Programme. There are also certain factors that may affect the Guarantor’s ability to fulfil its obligations under the Guarantee. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes or Perpetual Securities issued under the Programme and risks relating to the structure of a particular Series of Notes or Perpetual Securities issued under the Programme. All of these are set out under “ <i>Risk Factors</i> ”.
Shareholding Covenant – Notes only:	So long as any Notes, Receipts or Coupons (in respect thereof) issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer remain outstanding, the MPACT Trustee will procure that MPACT shall at all times retain a 100 per cent. direct and/or indirect shareholding interest in the entire issued share capital of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or such New Issuer, as the case may be.
Negative Pledge – Notes only:	The terms of the Notes will contain a negative pledge provision as further described in Condition 4.1 of the Notes.
Fixed Rate Notes and Fixed Rate Perpetual Securities:	Fixed interest will be payable on Fixed Rate Notes and fixed distributions will be payable on Fixed Rate Perpetual Securities on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer(s).

Floating Rate Notes and Floating Rate Perpetual Securities:

Floating Rate Notes will bear interest and Floating Rate Perpetual Securities will bear distributions at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. (**ISDA**), and as amended and updated as at the Issue Date of the first Tranche of the Notes or Perpetual Securities of the relevant Series), or the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as published by ISDA as at the Issue Date of the first Tranche of the Notes or Perpetual Securities of the relevant Series) as specified in the applicable Pricing Supplement; or
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the relevant Issuer and the relevant Dealer(s).

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

Index Linked Notes and Index Linked Perpetual Securities:

Payments of principal in respect of Index Linked Redemption Notes and Index Linked Redemption Perpetual Securities or of interest in respect of Index Linked Interest Notes and distributions in respect of Index Linked Distribution Perpetual Securities will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the relevant Issuer and the relevant Dealer(s) may agree.

Other provisions in relation to Floating Rate Notes, Floating Rate Perpetual Securities, Index Linked Interest Notes and Index Linked Distribution Perpetual Securities:

Floating Rate Notes, Floating Rate Perpetual Securities, Index Linked Interest Notes and Index Linked Distribution Perpetual Securities may also have a maximum interest rate, a minimum interest rate or both.

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

Dual Currency Notes and Dual Currency Perpetual Securities:

Payments (whether in respect of principal, interest or distributions and whether at maturity or otherwise) in respect of Dual Currency Notes and Dual Currency Perpetual Securities will be made in such currencies, and based on such rates of exchange, as the relevant Issuer and the relevant Dealer(s) may agree.

Zero Coupon Notes:

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

Interest Periods and Interest Rates (in the case of Notes) and Distribution Periods and Distribution Rates (in the case of Perpetual Securities):

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

Optional Deferral of Distributions –  
Perpetual Securities:

In the case of Perpetual Securities, if Distribution Deferral is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, elect to defer (in whole or in part) any distribution which is otherwise scheduled to be paid on a Distribution Payment Date to the next Distribution Payment Date by giving a Deferral Election Notice to the Securityholders and the Trustee and the Principal Paying Agent not more than 15 nor less than 3 Business Days (as defined in the Conditions of the Perpetual Securities) (or such other notice period as may be specified in the applicable Pricing Supplement) prior to a scheduled Distribution Payment Date. If Dividend Pusher is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may not elect to defer any distributions if, during such period(s) as may be specified in the applicable Pricing Supplement, a Compulsory Distribution Payment Event has occurred.

Cumulative Deferral of Distributions –  
Perpetual Securities:

In the case of Perpetual Securities, if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4.6(a) of the Perpetual Securities) further defer any Arrears of Distribution by complying with the notice requirement applicable to any deferral of an accrued distribution. The relevant Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to Condition 4.6 of the Perpetual Securities except that Condition 4.6(d) of the Perpetual Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

Non-Cumulative Deferral of  
Distributions – Perpetual Securities:

In the case of Perpetual Securities, if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement, the relevant 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 by the relevant Issuer in respect of such Perpetual Securities. Such unpaid distributions or part thereof are non-cumulative and do not accrue distribution. If Optional Distribution is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, and at any time, elect to pay an Optional Distribution (as defined in the Conditions of the Perpetual Securities) at any time by giving notice of such election to the Securityholders, the Trustee and the Principal Paying Agent not more than 20 nor less than 10 Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to the relevant payment date specified in such notice.

Restrictions in the case of a Deferral  
– Perpetual Securities:

In the case of Perpetual Securities, if Dividend Stopper is specified as being applicable in the applicable Pricing Supplement and on any Distribution Payment Date, payment of all Distribution payments scheduled to be made on such date is not made in full by reason of Condition 4.6 of the Perpetual Securities, the relevant Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer) the Guarantor shall be restricted from taking such action as set out in Conditions 4.6(e)(A) and 4.6(e)(B) of the Perpetual Securities, unless and until the relevant Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor (as the case may be) (i) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) has satisfied in full all outstanding Arrears of Distribution; (ii) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities in accordance with Condition 5 of the Perpetual Securities has occurred, the next scheduled Distribution has been paid in full, or an Optional Distribution equal to the amount of a Distribution payable with respect to the most recent Distribution Payment Date that was not paid in full or in part, has been paid in full; or (iii) is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders, and/or as otherwise specified in the applicable Pricing Supplement.

Redemption of Notes:

The applicable Pricing Supplement will specify the basis for calculating the redemption amounts payable and indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable, whether at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer(s), or as otherwise provided in the Conditions of the Notes or specified in the applicable Pricing Supplement. Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see “*Overview of the Programme – Certain Restrictions*” above.

Redemption of Perpetual Securities:	The applicable Pricing Supplement will indicate that the relevant Perpetual Securities may not be redeemed at the option of the Issuer, or will specify the basis for calculating the redemption amounts payable and indicate the circumstances in which the relevant Perpetual Securities may be redeemed, whether due to taxation reasons, accounting reasons, at the option of the relevant Issuer, upon the occurrence of a Ratings Event, a Tax Deductibility Event, a Change of Control Event (each as defined in Condition 5 of the Perpetual Securities or in the applicable Pricing Supplement) or in the case of a minimal outstanding amount of Perpetual Securities.
Taxation:	All payments in respect of any Notes and any Perpetual Securities will be made without any withholding or deduction for or on account of any present or future taxes, duties, assessments or government charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction as provided in Condition 8 of the Notes and Condition 7 of the Perpetual Securities, unless the withholding or deduction of taxes is required by law. In the event that any such deduction is made, the relevant Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 8 of the Notes and Condition 7 of the Perpetual Securities, be required to pay additional amounts as may be necessary in order that the net amounts received by the Noteholders (in the case of Notes) or Securityholders (in the case of Perpetual Securities) after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of any Notes or Perpetual Securities, as the case may be, in the absence of the withholding or deduction.
Events of Default (including Cross Default) – Notes:	The terms of the Notes will contain events of default (including a cross default provision) as further described in Condition 10 of the Notes.
Enforcement Events – Perpetual Securities:	There are no events of default under the Perpetual Securities. The terms of the Perpetual Securities will contain enforcement events as further described in Condition 9(b) of the Perpetual Securities.
Limited right to institute proceedings in relation to Perpetual Securities:	The right to institute Winding-Up proceedings is limited to circumstances where payment has become due. In the case of any payment of distribution, such distribution will not be due if the relevant Issuer has elected to defer that distribution in accordance with Condition 4.6 of the Perpetual Securities.

Proceedings for Winding-Up in relation to Perpetual Securities:

If an Enforcement Event occurs, 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 Condition 9(d) of the Perpetual Securities, institute proceedings for the Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer) the relevant Issuer or MPACT and/or prove in the Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, or any New Issuer) the relevant Issuer or, as the case may be, MPACT and/or claim in the liquidation or termination of (where the Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer) the relevant Issuer and/or MPACT for such payment.

Status of the Notes and the Guarantee:

The Notes and any related Receipts and Coupons will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 of the Notes) unsecured obligations of the relevant Issuer and will rank *pari passu* and without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.

Where the relevant Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, the payment obligations of the Guarantor under the Guarantee (as defined in the Trust Deed) in respect of the Notes are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 of the Notes) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

Status of the Senior Perpetual Securities and Senior Guarantee:

The Senior Perpetual Securities and the Coupons relating to them will constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and rank *pari passu* and without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.

Where the relevant Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, the payment obligations of the Guarantor under the Senior Guarantee (as defined in the Trust Deed) in respect of the Senior Perpetual Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and rank *pari passu* and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

Status of the Subordinated Perpetual Securities and the Subordinated Guarantee:

The Subordinated Perpetual Securities and the Coupons relating to them will constitute direct, unconditional, unsecured and subordinated obligations of the relevant Issuer and rank *pari passu* and without any preference among themselves and with any Parity Obligations (as defined in the applicable Pricing Supplement) of the relevant Issuer. The rights and claims of the Securityholders in respect of the Subordinated Perpetual Securities are subordinated as provided in Condition 3(b) of the Perpetual Securities.

Where the relevant Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, the payment obligations of the Guarantor under the Subordinated Guarantee (as defined in the Trust Deed) in respect of the Subordinated Perpetual Securities will constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and rank *pari passu* with any Parity Obligations of the Guarantor. The rights and claims of the Securityholders and Couponholders in respect of the Subordinated Guarantee are subordinated as provided in Condition 3(b) of the Perpetual Securities.

Subordination of Subordinated Perpetual Securities (where MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer is the relevant Issuer):

Subject to the insolvency laws of the jurisdiction of incorporation of the relevant Issuer and other applicable laws, in the event of the Winding-Up of the relevant 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 relevant Issuer but at least *pari passu* with all other subordinated obligations of the relevant 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 relevant Issuer and/or as otherwise specified in the applicable Pricing Supplement.

Set-off in relation to Subordinated Perpetual Securities:

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

Subordination of, and set-off in relation to, Subordinated Perpetual Securities (where the MPACT Trustee is the relevant Issuer) and the Guarantee relating to the Subordinated Perpetual Securities:

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

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

Rating:

The rating of certain Series of Notes or Perpetual Securities to be issued under the Programme may be specified in the applicable Pricing Supplement.

Listing and admission to trading:

Approval-in-principle has been received from the SGX-ST in connection with the Programme and application will be made for permission to deal in, and for quotation of, any Notes or Perpetual Securities to be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes or Perpetual 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 Notes or Perpetual Securities on the SGX-ST are not to be taken as an indication of the merits of the relevant Issuer, the Guarantor, MPACT, the Programme, the Notes or the Perpetual Securities. The Notes and Perpetual Securities may also be listed on such other or further stock exchange(s) as may be agreed between the relevant Issuer and the relevant Dealer(s) in relation to each Series.

If the application to the SGX-ST to list a particular Series of Notes or Perpetual Securities is approved, such Notes or Perpetual Securities listed on the SGX-ST will be traded on the SGX-ST in a minimum board lot size of at least S\$200,000 (or equivalent in any other currency).

Unlisted Notes or unlisted Perpetual Securities may also be issued.

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

Clearing Systems:

Euroclear, Clearstream, CDP, and/or any other clearing system as specified in the applicable Pricing Supplement, see "*Form of the Notes*" (in the case of Notes) or "*Form of the Perpetual Securities*" (in the case of Perpetual Securities).

Governing Law:	<p>The Notes and the Perpetual Securities, and (in the case of Notes and Perpetual Securities governed by English law) any non-contractual obligations arising out of or in connection with the Notes and the Perpetual Securities, will be governed by, and shall be construed in accordance with, either English law or Singapore law, as specified in the applicable Pricing Supplement.</p> <p>In relation to Subordinated Perpetual Securities governed by English law issued by the MPACT Trustee, Conditions 3(b)(i) and 3(b)(v) to 3(b)(vi) (inclusive) of the Subordinated Perpetual Securities and clauses 7.3(a) and 7.3(e) to 7.3(f) (inclusive) of the Trust Deed will be governed by, and shall be construed in accordance with, Singapore law.</p> <p>In relation to Subordinated Perpetual Securities governed by English law issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, Conditions 3(b)(i) to 3(b)(iii) (inclusive) of the Subordinated Perpetual Securities and clauses 7.3(a) to 7.3(c) (inclusive) of the Trust Deed will be governed by, and shall be construed in accordance with, Singapore law and Hong Kong law, respectively, whilst Conditions 3(b)(iv) to 3(b)(vi) (inclusive) of the Subordinated Perpetual Securities and clauses 7.3(d) to 7.3(f) (inclusive) of the Trust Deed will be governed by, and shall be construed in accordance with, Singapore law.</p>
Selling Restrictions:	<p>There are restrictions on the offer, sale and transfer of the Notes and Perpetual Securities in the United States, the European Economic Area, the United Kingdom, Japan, Hong Kong and Singapore and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes or Perpetual Securities, see “<i>Subscription and Sale</i>”.</p>
United States Selling Restrictions:	<p>Regulation S, Category 1/2. TEFR A C or D/TEFR A not applicable, as specified in the applicable Pricing Supplement.</p>

## RISK FACTORS<sup>1</sup>

*Each Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under Notes and Perpetual Securities issued under the Programme. Most of these factors are contingencies which may or may not occur and neither Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes and Perpetual Securities issued under the Programme are also described below.*

*Each Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes and Perpetual Securities issued under the Programme, but the inability of the relevant Issuer or the Guarantor to pay interest, distributions, principal or other amounts on or in connection with any Notes or Perpetual Securities may occur for other reasons which may not be considered significant risks by each Issuer and the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.*

### RISKS RELATING TO THE PROPERTIES

#### **Uncertainties and instability in global market conditions could adversely affect the business, financial condition, performance and prospects of MPACT**

The coronavirus pandemic (**COVID-19**) has been one of the most significant global crises; the spread of the pandemic has been rapid since it was first reported in December 2019, while its impact has been long-lasting. The number of reported cases of COVID-19 worldwide, as well as the number of reported deaths, have significantly exceeded those observed during the severe acute respiratory syndrome (**SARS**) epidemic that occurred from November 2002 to July 2003. COVID-19 has resulted in a global health crisis and a global recession as a consequence of disruptions to travel and retail segments, tourism, and manufacturing supply chains. There continues to be uncertainty as to the duration and development of COVID-19 (including the emergence of new variants or mutant strains of the virus and the resurgence or occurrence of subsequent waves of outbreak of COVID-19). Although many countries have already rolled-out national vaccination programmes and have started to ease travel and movement restrictions, the pace of recovery remains uneven across different sectors and industries and there remains a risk that various countries (notably China and Japan) may resume their restrictive measures to contain new outbreaks. There can be no assurance that the business environment will fully recover post-COVID-19.

Besides COVID-19, there are a number of other uncertainties in the global markets in 2022. Amidst growing fears of stagflation, central banks around the world, including the U.S. and several large emerging markets, have tightened monetary policy, and the International Monetary Fund (**IMF**) expects global growth to slow to 3.6% in 2022. Reflecting tighter financial conditions and weaker growth prospects, global equities as measured by the MSCI AC World Index declined 13% over the first five months of 2022. Fixed income assets have also come under pressure as central banks raised interest rates and removed accommodative policies, while the U.S. dollar has strengthened. In China, the ongoing trade dispute between China and the U.S. and the increase in tariffs that the U.S. plans to impose on Chinese imports have contributed to increase market volatility, weakened business and consumer confidence and diminished expectations for economic growth around the world.

<sup>1</sup> Unless otherwise stated, any information on financials or description of properties as at 31 March 2022 in this section "Risk Factors" is provided on a historical pro forma basis based on the respective consolidated financial statements for the MCT Group and MNACT Group for the financial year ended 31 March 2022 (and in the case of the financials) the bases, assumptions and accounting policies set out in the section entitled "Unaudited Pro Forma Consolidated Financial Information of the MPACT Group".

There are also other global or regional events which could pose greater volatility to foreign exchange and financial markets in general due to the increased uncertainty. For example, in Europe, the UK exited the European Union on 31 January 2020 and announced the EU-UK Trade and Cooperation Agreement (the **Trade and Cooperation Agreement**) on 24 December 2020, to govern future relations between the EU and the UK following the end of the transition period. The EU formally ratified the Trade and Cooperation Agreement on 29 April 2021 and it came into force on 1 May 2021. Furthermore, the ongoing hostilities, political or social tensions involving Russia (including the invasion of Ukraine by Russia, the ensuing sanctions which are adopted or may be adopted by the United States and other countries and the cutting of gas supplies to Europe by Russia) have resulted in adverse effects on the global supply of oil and other natural resources and the global financial markets. In Asia, North Korea's missile tests as well as other political tensions in the region (including the South China Sea) may erupt periodically across the region. The recent Evergrande Group debt crisis which has resulted in the Evergrande Group failing to pay interest payments to international investors may also exacerbate the volatility of the global financial markets.

On a geographical basis, MPACT's performance and the quality and performance of its assets are substantially dependent on the health of the economies in which they operate. If there is another global or regional financial crisis, or a severe economic downturn in MPACT's markets, this would likely have a material adverse effect on MPACT's business, financial condition, performance and prospects.

Economic conditions, including, without limitation, changes in interest rates and inflation, changes in gross domestic product, economic growth, employment levels and consumer spending, consumer and investment sentiment, property market volatility and availability of debt and equity capital could adversely affect the business, financial condition, performance and prospects of MPACT.

#### **MPACT is subject to the risk of non-renewal, non-replacement or early termination of leases**

If a large number of tenants in the properties which are held by MPACT (the **Properties**, and each a **Property**) do not renew their leases at the end of a lease cycle or a significant number of early terminations occur, and replacement tenants cannot be found in a timely manner and on terms acceptable to the MPACT Manager, there is likely to be a material adverse effect on the Properties, which could materially and adversely affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

The loss of anchor tenants or a significant number of tenants of any of the Properties or a downturn in the businesses of anchor tenants or a significant number of tenants could have an adverse effect on the business, financial condition and results of operations of MPACT.

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

The loss of anchor tenants or a significant number of tenants in any one of MPACT's Properties or future acquisitions could result in periods of vacancy, which could adversely affect the revenue and financial conditions of the relevant Property.

Should any of these events take place, this could adversely affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The cash flow of MPACT may be adversely affected by declining rental rates**

The amount of cash flow available to MPACT will depend in part on its ability to continue to lease the Properties on economically favourable terms. As most of MPACT's income generated from the Properties is derived from rentals, the cash flow may be adversely affected by any significant decline in the rental rates at which it is able to lease the Properties and to renew existing leases or attract new tenants. There can be no assurance that rental rates will not decline at some point and that such decline will not have an adverse effect on the cash flow of MPACT, which may in turn affect the financial condition and results of operations of MPACT.

**Planned amenities and transportation infrastructure near the Properties may not be implemented as planned, or may be closed, relocated, terminated, delayed or not completed**

There is no assurance that amenities, transportation infrastructure and public transport services near the Properties will be implemented as planned or will not be closed, relocated, terminated, delayed or completed. If such an event were to occur, it will adversely impact the accessibility of the relevant Property and the attractiveness and marketability of the relevant Property to tenants. This may then have an adverse effect on the demand and the rental rates for the relevant Property and adversely affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The Properties and properties to be acquired by MPACT may require significant capital expenditure periodically and MPACT may not be able to secure funding**

MPACT may require periodic capital expenditure, refurbishment, renovation for improvements and development in order to remain competitive or be income-producing. MPACT may not be able to fund capital expenditure solely from cash provided from its operating activities and MPACT may not be able to obtain additional equity or debt financing on favourable terms or at all. If MPACT is not able to obtain such financing, the marketability of such Property may be affected. This may then have an adverse effect on the demand and the rental rates and operating efficiency for the relevant Property and adversely affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**MPACT's assets might be adversely affected if the MPACT Manager and the MPACT Property Managers<sup>1</sup> do not provide adequate management and maintenance**

Should the MPACT Manager and the MPACT Property Managers fail to provide adequate management and maintenance, the value of MPACT's assets might be adversely affected and this may result in a loss of tenants, which will adversely affect the financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**Loss of tenants could directly and indirectly reduce the future cash flows of MPACT**

MPACT's ability to sell the Properties and the value of the Properties could be adversely affected by the loss of any tenant in the event that such tenant files for bankruptcy or insolvency or experiences a downturn in its business, including the decision by any such tenant not to renew its lease.

<sup>1</sup> The MPACT Property Managers comprise MPACT Property Management Pte. Ltd. (**MPMPL**), Mapletree North Asia Property Management Limited (**MNAPML**), Mapletree Korea Management Co., Ltd. (**MKM**) and Mapletree Management Services Japan Kabushiki Kaisha (**MMSJ**).

**MPACT may suffer material losses in excess of insurance proceeds or MPACT 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, social incidents, terrorism, acts of God such as natural disasters or other causes, as well as potential public liability claims, including claims arising from the operations of the Properties.

In addition, certain types of risks (such as war risk and losses caused by the outbreak of contagious diseases, contamination or other environmental breaches) may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. Currently, insurance policies for the Properties cover items which are commonly taken up in Singapore, Hong Kong, the People's Republic of China (**PRC**), Japan and South Korea markets, but may not cover acts of war, outbreak of contagious diseases, contamination or other environmental breaches.

Should an uninsured loss or a loss in excess of insured limits occur, MPACT could be required to pay compensation and/or lose 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. MPACT will also be liable for any debt or other financial obligation related to that property. If material losses in excess of insurance proceeds occurs, the financial condition of MPACT could be adversely affected.

**Renovation or redevelopment works or physical damage to the Properties may disrupt the operations of the Properties and collection of rental income or otherwise result in adverse impact on the financial condition of MPACT**

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

In addition, physical damage to the Properties resulting from fire or other causes (such as ground movements from surrounding construction works, notwithstanding any safety measures being put in place) may lead to a significant disruption to the business and operation of the Properties and, together with the foregoing, may impose unbudgeted costs on MPACT and result in an adverse impact on the financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities. Furthermore, any expenditure required for the inspection, repair and maintenance of the Properties in the event of such damage may have an adverse effect on MPACT's financial condition and results of operations.

**Potential liability for environmental problems could result in unanticipated costs**

MPACT's properties are subject to various environmental laws, including those relating to soil contamination, health and hygiene, air pollution control, water pollution control, waste disposal, noise pollution control and storage of hazardous materials. The costs of removal or remediation of such substances could be substantial. These laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of hazardous substances. There can be no assurance that potential environmental liabilities do not exist or will not arise in the future. The presence of contamination or hazardous substances on MPACT's properties could adversely affect its ability to lease or sell such facilities or to borrow using these properties as collateral and MPACT's may be required to incur unbudgeted capital expenditure to remedy the issues, which could have a material adverse effect on MPACT's business, financial condition, results of operations and prospects.

**The due diligence exercise on the Properties, tenancies, buildings and equipment may not have identified all defects, breaches of laws and regulations and other deficiencies, and such latent property or equipment defects may adversely affect earnings and cash flow**

The MPACT Manager believes that reasonable due diligence investigations with respect to the Properties have been conducted prior to their acquisitions. However, 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) or be affected by breaches of laws and regulations. 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 MPACT's earnings and cash flows and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

The experts' reports that the MPACT Manager relies on 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.

Notwithstanding the due diligence investigations which have been carried out on the Properties, some of the Properties may still not be in compliance with certain laws and regulations. MPACT may incur financial or other obligations in relation to such breaches or non-compliance, and this may in turn affect the financial condition and results of operations of MPACT.

The representations, warranties and indemnities granted or to be granted to the purchasers of the Properties by the vendors 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 MPACT 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 the acquisition of the Properties, and this may in turn affect the financial condition and results of operations of MPACT.

Due to the very large number of Properties and 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 defects, breaches of laws and regulations and other deficiencies.

Furthermore, design, construction or other latent property or equipment defects in the Properties may require additional capital expenditure, special repair, maintenance expenses or the payment of damages or other obligations to third parties.

Costs or liabilities arising from such property or equipment defects may involve significant and potentially unpredictable patterns and levels of expenditure which may have a material adverse effect on MPACT's earnings and cash flows and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

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

**The Properties 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 the market value of the Properties will be dependent on the ability of the Properties to compete against other properties for tenants. If competing properties are more successful in attracting and retaining tenants, the income from the Properties could be reduced thereby adversely affecting MPACT's cash flow and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**Future funds may not be subject to any right of first refusal, the Transaction Review Committee or the Competitive Process**

If any future private fund or follow-on private fund to be set up or managed by any of the Mapletree Group (with an investment mandate for commercial properties in Hong Kong and the PRC (**Greater China**)) (**Future Greater China Commercial Private Fund**) does not have any right of first refusal provisions, it will not grant a right of first refusal to MPACT. Where Future Greater China Commercial Private Funds are not subject to any right of first refusal, the Transaction Review Committee or the Competitive Process, there can be no assurance for MPACT that conflicts of interest in relation to the acquisition of any investment properties or seed assets in Greater China will not arise.

**The market values of the Properties may differ from their values as determined by the independent valuers**

MPACT is required under the the guidelines for real estate investment trust issued by the MAS as Appendix 6 (the **Property Funds Appendix**) (as amended, varied or supplemented from time to time) to the Code on Collective Investment Schemes issued by the MAS (the **CIS Code**) to conduct a valuation of the properties in its portfolio at least once every financial year. The Properties in MPACT's portfolio were last valued as at 31 March 2022 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 net asset value (**NAV**) per undivided interest in MPACT as provided for in the MPACT Trust Deed (**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 MPACT 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 MPACT.

Further, there can be no assurance that the assumptions relied on for the appraisals of the Properties are accurate measures of the market, and the values of the Properties may be evaluated inaccurately. The appraisals may have included a subjective determination of certain factors relating to the Properties such as their relative market positions, financial and competitive strengths, and physical condition, as well as broader market and economic conditions.

In addition, in valuing the Properties, MPACT's independent valuers have highlighted that their valuations are based, among others, upon the attitudes and perceptions of market participants as at the valuation date and the assumption that there were no material changes in overall market conditions between the date of inspection and valuation date.

The ongoing COVID-19 pandemic has caused adverse economic conditions and significant market uncertainty. Market conditions and the attitudes of market participants may have undergone significant changes (including since the valuation dates), and may continue to change as the situation continues to develop. Accordingly, given the ongoing COVID-19 pandemic, valuations may be subject to increased fluctuation as compared to during normal market conditions.

## **RISKS RELATING TO MPACT'S OPERATIONS**

**The MPACT Manager is an indirect wholly-owned subsidiary of the Sponsor and MPMPL, MNAPML, MKM and MMSJ are subsidiaries of the Sponsor. There may be potential conflicts of interest between MPACT, the MPACT Manager, MPMPL, MNAPML, MKM, MMSJ and the Sponsor**

The Sponsor, its subsidiaries, related corporations and Associates (as defined in the Listing Manual of the SGX-ST (the **Listing Manual**)) 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 Asia-Pacific region, Europe, the United Kingdom and the United States.

The Sponsor may exercise influence over the activities of MPACT through the MPACT Manager, which is an indirect wholly-owned subsidiary of the Sponsor. Moreover, the Sponsor may in the future sponsor, manage or invest in other real estate investment trusts or other vehicles.

While the Sponsor will not set up another private fund with the same investment mandate and risk-return profile as MPACT, the Sponsor may set up Future Greater China Commercial Private Funds. There can be no assurance that conflicts of interest will not arise between MPACT and the Sponsor in the future.

Further, MPMPL, MNAPML, MKM and MMSJ, which are subsidiaries of the Sponsor, have been appointed to manage the Properties in Singapore, China and Hong Kong, South Korea and Japan respectively. If either of these MPACT Property Managers were to manage a property which competes with MPACT's properties, there can be no assurance that MPMPL, MNAPML, MKM and/or MMSJ will not favour properties that the Sponsor has in its own property portfolio over those owned by MPACT when providing leasing services to MPACT, which could lead to lower occupancy rates and/or lower rental income for the properties owned by MPACT as a whole and adversely affect the financial condition of MPACT.

**Any breach by the major tenants of their obligations under the lease agreements or a downturn in their businesses may have an adverse effect on MPACT**

In the event that any major tenants of MPACT are unable to pay their rent or breach their obligations under the lease agreements, MPACT's financial condition may be adversely affected. The performance of the major tenants' other businesses could also have an impact on their ability to make rental payments to MPACT.

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 subtenants to pay rent; and
- material losses in excess of insurance proceeds.

**A substantial number of the Properties' leases are for terms of one to 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 one to three years, which reflects the general practice in Singapore, Hong Kong, PRC, Japan and South Korea commercial property markets. As a result, the Properties experience lease cycles in which a substantial number of the leases expire each year.

Vacancies following the non-renewal of leases may lead to reduced occupancy rates. If a large number of tenants do not renew their leases in a year in which a substantial number of leases expire, this could adversely affect the business, financial condition and results of operations of MPACT.

**The amount MPACT may borrow is limited, which may affect the operations of MPACT**

Under the Property Funds Appendix, prior to 1 January 2022, the total borrowings and deferred payments (collectively, the aggregate leverage) of MPACT should not exceed 50.0% of the value of all the assets of MPACT, including the properties and all the authorised investments of MPACT held or deemed to be held in accordance with the MPACT Trust Deed (the **MPACT Deposited Property**) at the time the borrowing is incurred. On or after 1 January 2022, the aggregate leverage limit is 45.0% of the MPACT Deposited Property, and MPACT's aggregate leverage may exceed this limit (up to a maximum of 50.0%) only if MPACT has a minimum adjusted interest coverage ratio<sup>1</sup> of 2.5 times after taking into account the interest payment obligations arising from the new borrowings. A decline in value of the MPACT Deposited Property may affect MPACT's ability to borrow further.

MPACT may, from time to time, require further debt financing to achieve its investment strategies. In the event that MPACT decides to incur additional borrowings in the future, MPACT 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 MPACT's existing asset portfolio or in relation to MPACT's acquisitions to expand its portfolio;
- a decline in the value of the MPACT Deposited Property may cause the borrowing limit to be exceeded, thus affecting MPACT's ability to make further borrowings; and
- cash flow shortages (including with respect to distributions) which MPACT might otherwise be able to resolve by borrowing funds.

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<sup>1</sup> "Adjusted interest coverage ratio" means a ratio that is calculated by dividing the trailing 12 months earnings before interest, tax, depreciation and amortisation (excluding effects of any fair value changes of derivatives and investment properties, and foreign exchange translation), by the trailing 12 months interest expense, borrowing-related fees and distributions on hybrid securities.

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

As at 31 March 2022, the MCT Group had S\$3,014.0 million of gross borrowings with a weighted average tenor of debt of approximately 3.3 years. Approximately 80.3% of the MCT Group's gross borrowings were subject to fixed interest rates by way of interest rate swaps of various terms or fixed rate borrowings. As at 31 March 2022, the MNACT Group had S\$3,575.5 million of gross borrowings<sup>1</sup> with a weighted average tenor of debt of approximately 2.7 years. Approximately 78% of the MNACT Group's gross borrowings were subject to fixed interest rates by way of interest rate swaps of various terms or fixed rate borrowings.

MPACT is subject to risks associated with debt financing, including the risk that its cash flow will be insufficient to meet the required payments of principal and interest under such financing.

MPACT distributes at least 90%<sup>2</sup> of MPACT's Taxable Income<sup>3</sup> to its Unitholders. As a result of this distribution policy, MPACT may not be able to meet all of its obligations to repay any future borrowings through its cash flow from operations. MPACT 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.

If MPACT defaults under such debt facilities, the lenders may be able to declare a default requiring 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 any 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 consequent loss of income and asset value to MPACT. 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, MPACT may not be able to repay all maturing debt and this could adversely affect the relevant Issuer's ability to fulfil its payment obligations under the Securities.

MPACT may be subject to the risk that the terms of any refinancing undertaken (which may arise from a change of control provision) will be less favourable than the terms of the original borrowings.

<sup>1</sup> Includes the proportionate share of South Korea onshore borrowings.

<sup>2</sup> Due to the impact from the on-going COVID-19 pandemic, the Ministry of Finance and Inland Revenue Authority of Singapore announced on 16 April 2020 that they have extended the timeline for Singapore real estate investment trusts (**REITs**, and each a **REIT**) to distribute at least 90% of their taxable income from 3 months to 12 months (after the end of financial year 2020) to qualify for tax transparency. On 3 June 2020, the timeline for REITs to distribute at least 90% of their taxable income was further extended, such that (a) for the financial year ended 2020, REITs had up to 31 December 2021, and (b) for the financial year ended 2021, REITs had up to 31 December 2021, or 3 months after the end of their financial year, whichever is later. For the financial year ending in 2022, REITs will have up to 3 months after the end of their financial year to distribute at least 90% of their taxable income.

<sup>3</sup> **Taxable Income** means the income chargeable to tax under the Income Tax Act 1947 of Singapore, after deduction of allowable expenses and applicable tax allowances (but excluding gains on the sale of real properties which are determined to be trading gains).

MPACT may also be subject to certain covenants that may limit or otherwise adversely affect its operations. Such covenants may also restrict MPACT'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 MPACT to maintain certain financial ratios (e.g. loan to value ratios). The triggering of any of such covenants may have an adverse impact on MPACT's financial condition and results of operations and this may adversely affect the relevant Issuer's ability to fulfil its payment obligations under the Securities.

MPACT'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 MPACT's cash flow and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

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

MPACT has been assigned a "Baa1" issuer rating, outlook stable, 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 MPACT 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 MPACT 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 MPACT's existing borrowings and/or affecting the relevant Issuer's and Guarantor's ability to fulfil their payment obligations under the Securities.

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

The CMS Licence issued to the MPACT Manager is subject to conditions unless otherwise cancelled. If the CMS Licence of the MPACT Manager is cancelled by the MAS, the operations of MPACT will be adversely affected as the MPACT Manager would no longer be able to act as the manager of MPACT.

MPACT was authorised as a collective investment scheme on 18 April 2011 and must comply with the requirements under the SFA and the Property Funds Appendix. In the event that the authorisation of MPACT is suspended, revoked or withdrawn, its operations will also be adversely affected.

**The MPACT Manager may not be able to successfully implement its investment strategy for MPACT**

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

MPACT faces active competition in acquiring suitable properties. MPACT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected.

Even if MPACT were able to successfully acquire property or investments, there is no assurance that MPACT will achieve its intended return on such acquisitions or investments.

In addition, MPACT's investment strategy involves a higher level of risk as compared to a portfolio which has a more diverse range of investments.

Since the amount of borrowings that MPACT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions are likely to be largely dependent on MPACT'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.

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 MPACT will be able to compete effectively against such entities.

In the event that the MPACT Manager is not able to successfully implement its investment strategy for MPACT, this may adversely affect the financial condition of MPACT, which may in turn affect the relevant Issuer's ability to fulfil its payment obligations under the Securities.

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

MPACT's external growth strategy and its asset selection process may not be successful. Acquisitions may cause disruptions to MPACT's operations and divert management's attention away from day-to-day operations.

In the event that the acquisition strategy of the MPACT Manager is unsuccessful, the financial condition of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities may be adversely affected.

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

The MPACT 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.

In the event that such strategy of the MPACT Manager is unsuccessful, the financial condition of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities may be adversely affected.

**Certain construction risks may arise during the building of any new property**

Construction of new developments entails significant risks, including shortages of materials or skilled labour, unforeseen engineering, environmental or geological problems, work stoppages, litigation, weather interference, floods and unforeseen cost increases, any of which could give rise to delayed completions or cost overruns. Difficulties in obtaining any requisite licences, permits, allocations or authorisations from regulatory authorities could also increase the cost, or delay the construction or opening of, new developments. All of these factors may affect MPACT's business, results of operations, financial condition and the future cash flows of MPACT.

### **MPACT relies on third parties to provide various services**

MPACT engages or will engage third-party contractors to provide various services in connection with any commercial/industrial developments it may have and with the day-to-day operation of its Properties and physical asset enhancement works, including construction, building and property fitting-out work, alterations and additions, interior decoration and installation of air-conditioning units and lifts. MPACT is exposed to the risk that a contractor may require additional capital in excess of the price originally tendered to complete a project and MPACT may have to bear such additional amounts in order to provide the contractor with sufficient incentives to complete the project. Furthermore, there is a risk that major contractors may experience financial or other difficulties which may affect their ability to carry out construction works, thus delaying the completion of development projects or resulting in additional costs to MPACT. There can also be no assurance that the services rendered by such third parties will always be satisfactory or match MPACT's targeted quality levels.

All of these factors could adversely affect MPACT's business, financial condition and results of operations.

### **MPACT depends on certain key personnel and the loss of any key personnel may adversely affect its operations**

MPACT's performance depends, in part, upon the continued service and performance of the executive officers of the MPACT Manager. (See "*The MPACT Manager – Mapletree Commercial Trust Management Ltd. – Management Team*" for details of the executive officers of the MPACT Manager.) These key personnel may leave the employment of the MPACT Manager. If any of the above were to occur, the MPACT 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 the financial condition and the results of operations of MPACT.

### **The accounting standards in the jurisdictions which MPACT operates in may change**

MPACT may be affected by the introduction of new or revised and/or accounting standards in the jurisdictions in which MPACT operates, including Singapore, China, Hong Kong, Japan and South Korea. The financial statements of MPACT may be affected by the introduction of such new or 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:

- have a significant impact on the presentation of MPACT's financial statements;
- have a significant impact on MPACT's results of operations;
- have an adverse effect on the ability of MPACT to make distributions to Unitholders;
- have an adverse effect on the ability of the MPACT Manager to carry out MPACT's investment strategy; or
- have an adverse effect on the operations and financial condition of MPACT.

**MPACT may be affected by the introduction of new or revised tax legislation, regulations, guidelines or directives**

MPACT may be affected by the introduction of new or revised tax legislation, regulations, guidelines or directives. There can be no assurance that any such changes will not have an adverse effect on REITs in general or MPACT specifically, including but not limited to changes to legislation or rules relating to the tax regimes in jurisdictions where properties and special purpose vehicles of MPACT are located.

Specifically, REITs in Singapore enjoy certain tax exemption or concessions and some of these are granted for a specified period of time. These tax exemption or concessions, whether or not for a specified period of time, are or may be subject to review by the Singapore Government. For example, REITs listed on the SGX-ST (including the REIT's wholly-owned Singapore incorporated and tax resident subsidiaries) are currently exempt from taxation on certain foreign-sourced income derived in respect of foreign properties acquired on or before 31 December 2025. The foreign income exemption regime may not be extended, and if so, foreign income derived by MPACT and/or its wholly-owned Singapore incorporated and tax resident subsidiaries in respect of foreign properties acquired after 31 December 2025 may be subject to Singapore income tax.

There is no assurance that the Singapore Government will continue to grant the tax exemptions or concessions currently available to REITs indefinitely or renew them upon their expiry. A removal or modification of any or all of these tax exemptions or concessions may result in increased tax costs to MPACT and accordingly have an adverse impact on its financial condition and results of operations.

It was announced in the 2022 Singapore Budget that the standard rate of the goods and services tax (**GST**) will increase from 7% to 8% with effect from 1 January 2023 and from 8% to 9% with effect from 1 January 2024. Further, GST on business-to-business imported services has also been implemented with effect from 1 January 2020 via a reverse charge mechanism. These changes may result in additional tax costs to MPACT if it is not entitled to full input tax credit.

Any such additional tax exposure could have a material adverse effect on MPACT's business, financial condition, performance and prospects.

**Delay by foreign tax authorities in assessing taxes of overseas Properties could affect the amount of payments on the Securities**

In the event the entities holding overseas Properties in the property portfolio of MPACT is unable to obtain a tax audit clearance by the foreign tax authorities in a timely manner, the ability of MPACT to make payments on the Securities may be affected and MPACT may be required to obtain debt or other financing to satisfy payments on the Securities. If MPACT is unable to obtain financing on terms that are acceptable or MPACT has reached its aggregate leverage limit imposed by the Property Funds Appendix, the amount (if any) and timing of payments on the Securities could be adversely affected.

**MPACT may from time to time be subject to legal proceedings and government proceedings**

Legal proceedings against MPACT and/or its subsidiaries relating to property management and disputes over tenancies may arise from time to time. There can be no assurance that MPACT and/or its subsidiaries will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operations or cash flow of MPACT.

MPACT's subsidiaries are regulated by various government authorities and regulations. If any government authority believes that MPACT's subsidiaries or any of their tenants are not in

compliance with the regulations, it could shut down the relevant non-compliant entity or delay the approval process, refuse to grant or renew the relevant approvals or licences, institute legal proceedings to seize the properties, enjoin future action or (in the case of MPACT's subsidiaries not being in compliance with the regulations), assess civil and/or criminal penalties against MPACT, its officers or employees. Any such action by the government authority would have a material adverse effect on the business, financial condition and results of operations or cash flow of MPACT.

**MPACT may engage in interest rate hedging transactions, which may not fully protect MPACT against volatilities**

MPACT has, and may enter into interest rate hedging transactions to protect itself from the effects of interest rate volatility on floating rate debt. Interest rate hedging activities may not have the desired beneficial impact on the operations or financial condition of MPACT.

Interest rate hedging could fail to protect MPACT or adversely affect MPACT because among other reasons:

- the party owing money in the hedging transaction may default on its obligation to pay;
- the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs MPACT's ability to sell or assign its side of the hedging transaction;
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with accounting rules to reflect changes in fair value. Such changes although unrealised, would reduce the NAV of MPACT if it is due to downward adjustments; and
- interest rate hedging involves risks and transaction costs, which may reduce overall returns.

In the event any such interest rate hedging fails to protect MPACT or adversely affects MPACT, the financial condition and results of operations of MPACT may be adversely affected.

**Possible change of investment strategies may adversely affect the relevant Issuer's ability to fulfil its payment obligations under the Securities**

MPACT's policies with respect to certain activities, including investments and acquisitions, will be determined by the MPACT Manager, subject to applicable laws and regulations. While the MPACT Manager has stated its intention to invest in a diversified portfolio of income-producing real estate and real estate-assets in Singapore, China, Hong Kong, Japan and South Korea which is used primarily for commercial purposes (including real estate used predominantly for retail and/or office purposes), the MPACT Manager may from time to time amend the investment strategies of MPACT if it determines that such change is in the best interest of MPACT and its Unitholders without seeking Unitholders' approval. The MPACT Trust Deed also gives the MPACT Manager wide powers to invest in other types of assets, including any real estate, real estate-related assets as well as listed and unlisted securities in other jurisdictions. There are risks and uncertainties with respect to the selection of investments and with respect to the investments themselves. The methods of implementing MPACT's investment strategies may vary as new investment and financing techniques are developed or otherwise used. Such changes may adversely affect the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The outbreak of an infectious disease (such as the ongoing COVID-19 pandemic or recent monkeypox outbreak) or any other serious public health concerns in Asia or elsewhere could adversely impact the business, financial condition and results of operations of MPACT**

In 2003, Hong Kong, Taiwan, China, Singapore, Malaysia and other places experienced an outbreak of SARS, which adversely affected the Asian economies, including Singapore's. The property sector was one of the sectors that experienced poor performance during the SARS outbreak.

In late 2003 and June 2004, outbreaks of avian influenza occurred in a number of countries in Asia. In 2005 and 2006, outbreaks were reported in other parts of the world, including Europe, the Middle East and Africa. Some of these outbreaks severely affected the poultry and related industries and, in addition, several cases of bird-to-human transmission of avian influenza were reported in various countries. In June 2007, the World Health Organization reported new cases of human infection of avian influenza (**H5N1**) in China and Indonesia. In 2009, outbreaks of Influenza A (**H1N1-2009**) occurred in a number of countries across the world, including Singapore. In 2014, cases of the Middle East respiratory syndrome coronavirus (**MERS-CoV**) were reported in several countries, including certain countries in the Middle East, as well as the United Kingdom and the U.S.

COVID-19 was first identified in Wuhan City, Hubei Province, China in December 2019 and has rapidly spread to every province in China and many other countries and regions, including those where MPACT operates, such as Singapore, Hong Kong, Japan and South Korea. The COVID-19 outbreak has rapidly evolved into a global pandemic and has severely affected the global economic outlook. In an effort to curb the spread of the highly infectious coronavirus, countries around the world have imposed various social distancing measures and strict movement controls, including travel restrictions, suspension of business activities and major events, quarantines and city lockdowns as well as measures to alleviate the resulting economic hardship, such as relief from legal actions. Since February 2020, the COVID-19 pandemic has impacted economic activity in Asia and worldwide. It is possible that the COVID-19 pandemic will cause a prolonged global economic crisis or recession.

MPACT's financial performance has been affected by the COVID-19 pandemic. While the global economy has enjoyed an initial recovery from the COVID-19 pandemic, there remains a long-lasting impact on global supply chains. In addition, some markets, including China, continue to grapple with COVID-19, and the high uncertainties associated with the effects of the ongoing COVID-19 pandemic make it difficult to predict how long these conditions will persist and the extent to which MPACT may be eventually affected. To the extent that the COVID-19 pandemic adversely affects MPACT's business, results of operations and financial condition, it may also have the effect of heightening many of the risk factors described herein.

There can be no assurance that any precautionary measures taken against infectious diseases would be effective.

On 23 July 2022, the World Health Organisation declared the ongoing monkeypox outbreak to be a Public Health Emergency of International Concern, with cases in more than 70 countries. This declaration signifies the risk that monkeypox will continue to spread around the world, and may in the future disrupt global trade and travel.

The outbreak of an infectious disease, including but not limited to monkeypox, SARS, H5N1, H1N1-2009, MERS-CoV or the ongoing COVID-19 pandemic, in Asia or 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 elsewhere and could thereby adversely impact the revenues and results of MPACT. These factors could materially and adversely affect the business and financial conditions and the results of operations of MPACT.

**Occurrence of any acts of God, natural disasters, severe environmental pollution, war, social incidents and terrorist attacks may adversely and materially affect the business and operations of the Properties**

Acts of God, such as natural disasters and severe environmental pollution (including severe smog), as well as war, social incidents and terror attacks are beyond the control of MPACT or the MPACT Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population.

MPACT's business, operations and income may be adversely affected should such acts of God, war, social incidents and terrorist attacks occur. There is no assurance that any act of God, war, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the operations of the Properties and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

In addition, physical damage to the Properties resulting from social incidents, fire, earthquakes or other acts of God may lead to a significant disruption to the business and operation of the Properties. This may then result in an adverse impact on the business, financial condition and results of operations of MPACT.

**Regulatory issues and changes in law may have an adverse impact on MPACT's business**

MPACT is subject to the usual business risk that there may be changes in laws or the introduction of new or revised legislation, regulations, guidelines or directions affecting REITs generally and/or MPACT specifically that could result in a reduction of its income or increase in its costs. For example, there could be changes in tenancy laws that limit its recovery of certain property operating expenses, changes or increases in real estate taxes that cannot be recovered from its tenants or changes in environmental laws that require significant capital expenditure. MPACT has investments overseas. Therefore, it will be subject to foreign real estate laws, securities laws, tax laws, corporate and commercial laws, any applicable laws relating to foreign exchange and related policies and any unexpected changes to the same.

More particularly in respect of Singapore, MPACT, the MPACT Manager, MPACT TCo, MPACT Spore-TCo and the MPACT Trustee are regulated by various legislation, regulations, guidelines or directions of relevant authorities, such as MAS. In addition, certain tax concessions, exemptions or waivers are currently extended to REITs. Revisions of the CIS Code and/or the Property Funds Appendix, terminations of tax exemptions or concessions, or introductions of new legislation, regulations, guidelines or directions by MAS, Inland Revenue Authority of Singapore (**IRAS**) or any other relevant authorities that affect the REITs generally may adversely affect MPACT's financial condition and results of operations.

In respect of MPACT's investments overseas, there might be a negative impact on MPACT's investments located in a foreign country as a result of measures and policies adopted by the relevant foreign governments and authorities at the local and national levels, including the imposition of foreign exchange restrictions. There are also significant differences between the legal systems of the countries in which MPACT's properties are located, which may affect the ability of MPACT to exercise its legal rights. Furthermore, any potential enforcement of existing laws by MPACT may be uncertain, which may also arise by reason of the different interpretation of the laws by local or provincial authorities. MPACT has no control over such conditions and developments and cannot provide any assurance that such conditions and developments will not have a material adverse effect on its business, financial condition, performance and prospects.

**The Group is exposed to risks associated with exchange rate fluctuations and changes in foreign exchange regulations**

The Group's investments in overseas properties are denominated in the respective foreign currencies. However, the Group will maintain its financial statements in Singapore dollars and will make distributions in Singapore dollars. A substantial proportion of its expenses and liabilities will also be denominated in Singapore dollars. The Group will therefore be exposed to risks associated with exchange rate fluctuations between the Singapore dollar and the local currency of any foreign countries in which the Group invests.

The Group is also exposed to fluctuations in foreign exchange arising from the difference in timing between its receipt and payment of funds. To the extent that its revenue, expenses, assets, liabilities and inter-company loans are not matched in terms of currency and timing, the Group will face foreign exchange exposure. Any fluctuation in foreign exchange rates will also result in foreign exchange gains or losses arising from transactions carried out in foreign currencies as well as translation of foreign currency monetary assets and liabilities as at the balance sheet dates.

Should the Singapore dollar appreciate in value against the currencies of countries in which the Group invests, there may be a material adverse effect on the Group's net asset value and results of operations.

The MPACT Manager enters into hedging transactions where feasible and appropriate to partially mitigate and manage the currency risks associated with the cash flows generated by the Group's investments in overseas properties, but there can be no assurance as to the extent or efficacy of any such hedging arrangements. Hedging activities may not achieve the desired beneficial impact on the Group's net asset value, financial condition, results of operations and prospects. Hedging typically involves costs, including transaction costs, which may reduce overall returns. These costs may increase as the period covered by the hedging increases and during periods of volatility and adverse fluctuations in foreign exchange rates.

The Group may also be subject to the imposition or tightening of exchange control or repatriation restrictions and may encounter difficulties or delays in the receipt of its proceeds from divestments and dividends due to the existence of such restrictions in the jurisdictions in which it operates.

**There is no assurance that MPACT 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 MPACT Manager, MPACT 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 addition, MPACT 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 MPACT's results of operations and financial condition, which may consequently affect the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**MPACT 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 MPACT Manager**

The Sponsor has granted to MPACT 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 MPACT 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 MPACT. This may adversely affect MPACT's pipeline of future acquisitions.

**MPACT'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**

MPACT's investment strategy of principally investing, directly or indirectly, in real estate in Singapore, China, Hong Kong, Japan and South Korea, which is used primarily for commercial purposes (including real estate used predominantly for retail and/or office purposes) and real estate-related assets will subject MPACT 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 located primarily in Singapore, China, Hong Kong, Japan and South Korea exposes MPACT to the risk of a downturn in the Singapore, China, Hong Kong, Japan and South Korea commercial property markets and in Singapore, China, Hong Kong, Japan and South Korea. Any economic slowdown in Singapore, China, Hong Kong, Japan and South Korea could negatively affect the performance of Singapore, China, Hong Kong, Japan and South Korean commercial property markets. The renewal of leases in MPACT's properties will depend, in part, upon the success of the tenants. Any economic downturn may cause higher levels of non-renewals of leases or vacancies as a result of failures or defaults by tenants or the market pressures exerted by an increase in available commercial space. There can be no assurance that the tenants of MPACT's properties will renew their leases or that the new lease terms will be as favourable as the existing leases. In the event that a tenant does not renew its lease, a replacement tenant or tenants would need to be identified, which could subject MPACT's properties to periods of vacancy and/or costly refittings, during which periods MPACT could experience reductions in rental income.

Such downturns may lead to a decline in occupancy for properties or real estate-related assets in MPACT's portfolio. This will affect MPACT's rental income from the Properties, and/or a decline in the capital value of MPACT's portfolio, which will have an adverse impact on the results of operations and the financial condition of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**MPACT may not be able to control or exercise any influence over entities in which it has minority interests**

MPACT may, in the course of acquisitions, acquire minority interests in real estate-related investment entities. There is no assurance that MPACT will be able to control such entities or exercise any influence over the assets of such entities or their distributions to MPACT. Such entities may develop objectives which are different from those of MPACT. The management of such entities may make decisions which could adversely affect the operations of MPACT and consequently the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**MPACT will rely on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business**

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

**RISKS RELATING TO SINGAPORE**

**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 Singapore 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 Bank of America HarbourFront (BOAHF) are subject to certain rights of the Land Transport Authority for purposes of, or incidental to any railway use**

VivoCity and BOAHF are affected by Gazette No. 3092 dated 6 November 2000 which relates to the Singapore Mass Rapid Transit system (**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 BOAHF 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 1995 of Singapore. These Gazettes may limit the extent of asset enhancement or other development works to be undertaken on VivoCity and BOAHF in the future.

## **The Singapore Properties<sup>1</sup> or any part of them may be acquired compulsorily**

The Land Acquisition Act 1966 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 MPACT paid for acquisition of the relevant property.

## **RISKS RELATING TO THE PRC**

### **Gateway Plaza and Sandhill Plaza are subject to property taxes that may increase, or capital gains taxes that may be imposed or incurred in the future, and thereby adversely affect MPACT's financial condition**

Gateway Plaza and Sandhill Plaza are subject to various real (i.e. immovable) property taxes in the PRC that may increase as tax rates increase or when the property is assessed or re-assessed by the relevant authorities.

In addition, in the PRC, certain taxes such as real estate tax are subject to the discretion or practice of local tax bureaus, and thus, the amount of taxes payable may vary. If the tax assessed in respect of Gateway Plaza or Sandhill Plaza increases, the property taxes in respect thereof may increase and the financial condition of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities could be adversely affected.

In the event of a disposal of Gateway Plaza or Sandhill Plaza, such disposal may also expose the income and gains derived by MPACT to various types of taxes in the PRC, including income tax, land appreciation tax, stamp duty, deed tax and local surcharges implications in the PRC.

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<sup>1</sup> The Singapore Properties comprise VivoCity, Mapletree Business City (comprising MBC I and MBC II), mTower, Mapletree Anson, and Bank of America HarbourFront.

**The underlying land use right of Gateway Plaza and Sandhill Plaza will expire in 2053 and 2060 respectively and in the event that an extension to the land use right is sought and obtained (and there can be no assurance that such extension will be obtained as there are currently no precedents of such extension), there is uncertainty about the quantum of land grant premium which MPACT will have to pay and additional conditions which may be imposed**

Gateway Plaza and Sandhill Plaza are each directly held under the land use right granted by the PRC Government, which will expire in 2053 and 2060 respectively. According to PRC laws, the grantee of the land use right of non-residential land may apply for renewal at least 12 months prior to the expiry of the land use right, otherwise the land use right shall revert to the State upon expiry. If an application for extension is granted (and such grant shall be given by the PRC Government unless the land in issue shall be taken back for the purpose of public interests), the land user will be required to, among other things, pay a land grant premium for the renewed land use right. If no application is made, or such application is not granted, Gateway Plaza and Sandhill Plaza shall be disposed of in accordance with their corresponding land use right grant contracts, and the underlying land use right of Gateway Plaza and Sandhill Plaza shall revert to the State with no compensation. As none of the land use rights granted by the PRC Government similar to those granted for Gateway Plaza or Sandhill Plaza has, at each of its listing date, run its full term, there is no precedent of such extension to provide an indication of the quantum of land grant premium which MPACT will have to pay and additional conditions which may be imposed in the event that an extension to the land use rights for Gateway Plaza or Sandhill Plaza is sought and obtained. There is no assurance that MPACT will be able to obtain an extension to the land use right. In the event that the extension is not granted, the properties would revert to the PRC Government and MPACT would no longer own or derive income from the properties and this, along with other factors, may affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The PRC Government has implemented property control measures in relation to the PRC property market**

Increasing speculation in the PRC property market may result in rapid increases in property prices. To discourage speculation in the PRC property market, the PRC Government has, among other things, implemented various control measures.

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

**MPACT is subject to extensive PRC regulatory control on foreign investment in the real estate sector**

The PRC Government has promulgated a number of regulations and rules regulating foreign investment in the real estate sector. (*See "Overview of Relevant Laws and Regulations in Hong Kong and the People's Republic of China".*)

Pursuant to the Circular on Strengthening Administration of Approval and Filing of Foreign Investment in Real Estate Industry (商务部办公厅关于加强外商投资房地产业审批备案管理的通知) (Shang Ban Zi Han 2010 No. 1542) issued by the General Office of the Ministry of Commerce of the PRC (the **MOC**) on 22 November 2010, real estate enterprises funded by foreign capital are not permitted to purchase and resell real properties in the PRC that are either completed or under construction for arbitrage purposes. There can be no assurance that the PRC Government will not deem any transaction of real properties or any transfer of equity in real estate companies as arbitrage through the transaction of real estate. The regulation is believed to be aimed at controlling inflow of foreign capital by curtailing the practices of reselling properties for arbitrage purposes adopted by some foreign investors, which reflects that the PRC Government has been continuously regulating and controlling foreign investment in the real estate industry. There is also no assurance that the PRC Government will not implement additional restrictions on foreign investment in the real estate industry and purchases and sales of real estate properties by foreign investors.

### **Delay by the PRC tax authorities in assessing taxes could affect the payments under the Securities**

As RMB proceeds originating from Gateway Plaza and Sandhill Plaza can only be converted into foreign currency and be remitted offshore after full payment of applicable taxes evidenced by tax record forms for remittance issued by the PRC tax authorities, in the event the tax record forms for remittance cannot be obtained from the PRC tax authorities in a timely manner, the relevant Issuer's ability to fulfil its payment obligations under the Securities will be adversely affected and MPACT may be required to take loan facilities to satisfy such payment obligations. If MPACT is unable to obtain financing on terms that are acceptable or MPACT has reached its aggregate leverage limit under the Property Funds Appendix, the relevant Issuer's ability to fulfil its payment obligations under the Securities could be adversely affected.

### **Interpretation of the PRC laws and regulations involves uncertainty**

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

The PRC legal system is based on written statutes and prior court decisions can only be cited as reference. Since 1979, the PRC Government has promulgated laws and regulations in relation to economic matters such as foreign investment, corporate organisation and governance, commerce, taxation and trade, with a view to developing a comprehensive system of commercial law. However, as these laws and regulations are continually evolving in response to changing economic and other conditions, and because of the limited volume of published cases and their non-binding nature, any particular interpretation of PRC laws and regulations may not be definitive. The PRC may not accord equivalent rights (or protection for such rights) to those rights investors might expect in countries with more sophisticated real estate laws and regulations.

Furthermore, the PRC is geographically large and divided into various provinces, municipalities and minority ethnic autonomous regions and as such, different laws, rules, regulations and policies apply in different provinces and they may have different and varying applications and interpretations in different parts of the PRC. The PRC currently does not have any centralised register or official resources where legislation enacted by the central and local authorities is made available to the public. Legislation or regulations, particularly for local applications, may be enacted without prior notice or announcement to the public. Accordingly, the MPACT Manager may not be aware of the existence of new legislation or regulations. There is at present also no integrated system in the PRC from which information can be obtained in respect of legal actions, arbitrations or administrative actions. Even if an individual court-by-court search were performed, each court may refuse to make the documentation which it holds available for inspection.

Accordingly, there is a risk that entities in the PRC acquired by MPACT may be subject to proceedings which may not have been disclosed.

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

**The building standards applicable and materials employed in the PRC may not be as stringent as those in other jurisdictions**

Gateway Plaza and Sandhill Plaza have passed the examination process and have obtained the completion certifications certifying that they can be handed over for occupation or use. However, the building standards applicable in the PRC when the Gateway Plaza and Sandhill Plaza were built may not be as stringent as those in other jurisdictions. For example, the applicable PRC seismic load design requirements may be less than those required by other international standards. Where a developed property asset is acquired which was constructed prior to the entry into force of the latest PRC building standards, the risk that the building is not in conformity with international standards is increased. Compliance with amended building codes may be required retrospectively, which could entail significant costs for MPACT. Furthermore, construction materials employed may not comply with international standards.

If Gateway Plaza and Sandhill Plaza do not meet the most recent requirements for building standards and materials, it may be less desirable than developments which have been built in accordance with the latest standards, which may affect the ability to sell or let the Properties and consequently the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The properties owned by MPACT or a part of them may be acquired compulsorily by the Government of the PRC**

Under the laws and regulations of the PRC, there are various circumstances under which the the PRC Government is empowered to acquire some of the Properties.

For properties located in the PRC, in the event that the compensation paid for the acquisition is less than the market value of the Property, such compulsory acquisitions by the PRC Government would have an adverse effect on MPACT and the value of its asset portfolio. In addition, even if the amount of compensation to be awarded is based on the open market value, the amount of compensation paid to MPACT may be less than the price which MPACT paid for such assets.

**The PRC's political policies and foreign relations could affect the Properties**

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

## **The PRC's economic reforms could affect MPACT's business**

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

## **RISK RELATING TO HONG KONG**

### **There may be political risks associated with doing business in Hong Kong**

Hong Kong is a Special Administrative Region of the People's Republic of China, with its own executive, judicial and legislative branches. Hong Kong enjoys a high degree of autonomy from the PRC under the principle of "one country, two systems". However, there can be no assurance that Hong Kong will continue to enjoy the same level of autonomy from the PRC. If Hong Kong no longer has the same level of autonomy from the PRC, this may discourage investors from investing in Hong Kong or affect the net income of MPACT's investment in Hong Kong which would adversely affect MPACT's revenues and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**The underlying government lease of Festival Walk will expire in 2047 and in the event that an extension of the term of the government lease is sought and obtained (and there can be no assurance that such extension will be obtained as there are currently no similar precedents of such extension), there is uncertainty about the quantum of premium which MPACT will have to pay and additional conditions which may be imposed**

Festival Walk is held under a government lease granted by the Hong Kong Government, which will expire in 2047.

Since 1 July 1997 when Hong Kong became the Hong Kong Special Administrative Region (the **HKSAR**) of the People's Republic of China, the Basic Law of the HKSAR (the **Basic Law**) applies to Hong Kong. Article 8 of the Basic Law provides that the laws previously in force in Hong Kong, that is, the common law, rules of equity, ordinances, subordinate legislation and customary law, shall be maintained, except for any that contravenes the Basic Law, and subject to any amendment by the legislature of the HKSAR. All leases of land granted before the establishment of the HKSAR which extend beyond 29 June 1997, and all rights in relation to such leases, shall continue to be recognised and protected under the laws of the HKSAR. Where such government leases do not contain a right of renewal upon expiry, Article 123 of the Basic Law provides that they shall be dealt with in accordance with laws and policies formulated by the government of the HKSAR on its own.

There is currently no similar precedent of such extension to provide an indication of the terms and conditions which may be imposed if MPACT decides to seek a renewal of the lease for Festival Walk upon the expiry thereof. There is no assurance that MPACT will be able to obtain an extension of the term of the government lease. In the event that MPACT decides to seek a renewal of the lease for Festival Walk and the extension is not granted, the Property would revert to the government of the HKSAR and MPACT would no longer own or derive income from the Property and this, along with other factors, may affect the business, financial condition and results of operations of MPACT and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

**MPACT is holding The Glacier through Festival Walk (2011) Limited and is therefore subject to business risk**

As MPACT holds The Glacier, the ice rink business located at Festival Walk through Festival Walk (2011) Limited, MPACT may be affected by the business operations of The Glacier.

**The Hong Kong Government has implemented property control measures in relation to the Hong Kong property market**

Historically, the Hong Kong property market has been cyclical, with Hong Kong property values affected by supply and demand of comparable properties, the amount of new land made available by the Hong Kong Government to third parties, the rate of economic growth in Hong Kong and political and economic developments in the PRC and the condition of the global economy. Property prices in Hong Kong declined in late 2008 and early 2009, although subsequently the property market witnessed a strong rebound in both transaction volume and prices. In 2010, property prices were further driven up by demand from PRC purchasers and speculators.

The Hong Kong real estate market is subject to significant regulation. The Hong Kong Monetary Authority has implemented regulatory measures in recent years to restrict the development of the real estate market. On 27 February 2015, the Hong Kong Monetary Authority (**HKMA**) announced a series of counter cyclical measures to banks in relation to property mortgage lending to strengthen banks' risk management and resilience, with immediate effect, namely that the maximum debt-servicing ratio (**DSR**) of mortgage loans for all non-self-use properties, including commercial and industrial properties and car park spaces, was lowered to 40 per cent. from 50 per cent., and the stressed-DSR cap was lowered to 50 per cent. from 60 per cent. On 19 May 2017, the HKMA further announced a series of new measures to banks in relation to property mortgage lending to strengthen the risk management of banks and safeguard banking stability, with immediate effect, which include, amongst others (i) to lower the applicable loan-to-value ratio (**LTV**) cap by 10 percentage points for property mortgage loans involving borrowers and/or guarantors with one or more pre-existing mortgage loans, in addition to the existing requirement of lowering the applicable DSR limit by 10 percentage points for these loans; and (ii) to lower the applicable DSR limit by 10 percentage points for property mortgage loans extended to borrowers whose income is mainly derived from outside Hong Kong, on top of the existing requirement of lowering the applicable LTV cap by 10 percentage points for these loans. Further prudential measures were introduced by the HKMA on 19 August 2020, which include, amongst others, increasing the LTV cap for certain scenarios for non-residential properties by 10 percentage points. These regulatory changes (and any further measures the Hong Kong government may introduce from time to time in the future) may have an adverse effect on the property market in Hong Kong, and in turn, the Group's business and profitability.

In addition, the Hong Kong Government may introduce cooling measures on the Hong Kong property market from time to time, which may have a significant impact on the supply and demand in the property market.

The Hong Kong Government's restrictive measures to control property prices could limit the Group's access to capital resources, reduce market demand and increase the Group's operating costs. The Hong Kong Government may adopt additional and more stringent measures in the future, which may further slow the development of the industry and materially and adversely affect the Group's business and results of operations. In particular, any additional or more stringent measures imposed by the Hong Kong Government in the future to curb residential real estate projects may materially and adversely affect the Group's business and results of operations.

There can be no assurance that property markets will not fall once again should there be a weakening in the economies of Hong Kong, the PRC or the rest of Asia. There is also no assurance that the Hong Kong Government will not implement additional control measures in relation to the Hong Kong property market.

**The properties owned by MPACT or a part of them may be acquired compulsorily by the Government of Hong Kong**

Under the laws and regulations of Hong Kong, there are various circumstances under which the government of Hong Kong is empowered to acquire some of the Properties.

In the event of any compulsory acquisition of property in Hong Kong, the amount of compensation to be awarded is based on the open market value of such property and is assessed on the basis prescribed in the relevant ordinances. If Festival Walk is acquired compulsorily by the Government of Hong Kong, the level of compensation paid to MPACT pursuant to this basis of calculation may be less than the price which MPACT paid for such property and/or the market value of such property at the relevant time.

**RISKS RELATING TO JAPAN**

**Significant natural disasters, climate change and severe weather events may materially disrupt and adversely affect the business and operations of MPACT's properties in Japan**

Japan has experienced a number of earthquakes over the years, most notably the massive earthquake of 9.0 on the Richter scale which struck the eastern seaboard of Japan in March 2011. The widespread devastation of this massive earthquake was aggravated by the resulting tsunami and radioactive contamination from an affected nuclear plant. Similar natural catastrophes and disasters such as earthquakes, tsunamis, typhoons, severe flooding and other events seems to be increasing in recent periods and there is a possibility of increasing severity over the medium to long term, which may adversely affect the operations of MPACT's properties in Japan. Due to climate change, large-scale natural disasters, including drought, rising sea levels, long heat waves and floods, may also become more serious. These events may cause substantial structural and physical damage to MPACT's properties in Japan, resulting in the incurrence of expenses in order to repair the damage caused. Furthermore, such environmental conditions may result in a decreased demand for the services provided by MPACT's properties in Japan. This will affect the market value of MPACT's properties in Japan and may have an adverse effect on the results of operations of MPACT's properties in Japan. The environmental conditions may also cause disruptions, affect investments and result in various other adverse effects on the Japanese economy in general. This may lead to a decreased demand for the services provided by MPACT's properties in Japan, and the market value and results of operations of MPACT's properties in Japan may also be adversely and materially affected. This could materially and adversely affect the business and financial conditions and the results of operations of MPACT.

**The real property registration system in Japan may not accurately reflect the ownership of the real property-related title or right**

Japan has a system of registering the ownership of real property (which includes land and buildings) as well as certain other real property-related rights, such as security rights over real property and easements, pursuant to which an unregistered owner of real property or an unregistered holder of certain other rights cannot assert its title or such rights against a third party. However, the real property register does not necessarily reflect the true owner of the real property-related title or right. In practice, parties who plan to enter into a real property transaction usually rely upon the register, as it is generally the best indication of the true owner of the real property-related title or right. However, a party has no recourse to anyone but the seller if, relying on the register, it purchases the property or a related right from a seller and the information

contained in the register turns out to be incorrect. The purchaser may claim for damages against the seller pursuant to statutory warranties or contractual warranties, but, in general, cannot acquire the ownership of or title to the real property. In this regard, imperfect title to the Japan Properties<sup>1</sup> could have a material adverse effect on the business, financial condition, results of operations and prospects of MPACT.

## **RISKS RELATING TO SOUTH KOREA**

### **Escalations in tensions with North Korea may materially disrupt and adversely affect the business and operations of MPACT's properties in South Korea**

Relations between South Korea and North Korea have been tense throughout South Korea's modern history. The level of tension between the two Koreas has fluctuated and may increase abruptly as a result of current and future events. In particular, there have been heightened security concerns in recent years stemming from North Korea's nuclear weapon and ballistic missile programmes as well as its hostile military actions against South Korea. Some of the significant incidents in recent years include the following:

- North Korea renounced its obligations under the Nuclear Non-Proliferation Treaty in January 2003 and conducted six rounds of nuclear tests since October 2006, including claimed detonations of hydrogen bombs and warheads that can be mounted on ballistic missiles. Over the years, North Korea has continued to conduct a series of missile tests, including ballistic missiles launched from submarines and intercontinental ballistic missiles that it claims can reach the United States mainland. In response, the South Korean Government has repeatedly condemned the provocations and flagrant violations of relevant United Nations Security Council resolutions. In February 2016, the South Korean Government also closed the inter-Korea Gaesong Industrial Complex in response to North Korea's fourth nuclear test in January 2016. Internationally, the United Nations Security Council has passed a series of resolutions condemning North Korea's actions and significantly expanding the scope of sanctions applicable to North Korea, most recently in December 2017 in response to North Korea's intercontinental ballistic missile test in November 2017. Over the years, the United States and the EU have also expanded their sanctions applicable to North Korea.
- In March 2010, a South Korean naval vessel was destroyed by an underwater explosion, killing many of the crewmen on board. The South Korean Government formally accused North Korea of causing the sinking, while North Korea denied responsibility. Moreover, in November 2010, North Korea fired more than one hundred artillery shells that hit South Korea's Yeonpyeong Island near the Northern Limit Line, which acts as the de facto maritime boundary between South Korea and North Korea on the west coast of the Korean peninsula, causing casualties and significant property damage. The South Korean government condemned North Korea for the attack and vowed stern retaliation should there be further provocation.

North Korea's economy also faces severe challenges, which may further aggravate social and political pressures within North Korea.

Although bilateral summit meetings were held between the two Koreas in April, May and September 2018 and between the United States and North Korea in June 2018, February 2019 and June 2019, there can be no assurance that the level of tensions affecting the Korean peninsula will not escalate in the future. Any increase in tensions, which may occur, for example, if North Korea experiences a leadership crisis, high-level contacts between South Korea and North Korea break down or military hostilities occur, could have a material adverse effect on the

<sup>1</sup> The Japan Properties comprise IXINAL Monzen-nakacho Building, Higashi-nihonbashi 1-chome Building, TS Ikebukuro Building, Omori Prime Building, Hewlett-Packard Japan Headquarters Building, ABAS Shin-Yokohama Building, SII Makuhari Building, Fujitsu Makuhari Building, and mBay POINT Makuhari.

South Korean economy. This may lead to a decreased demand for the services provided by MPACT's properties in South Korea, and the market value and results of operations of MPACT's properties in South Korea may also be adversely and materially affected. This could materially and adversely affect the business and financial conditions and the results of operations of MPACT.

## **RISKS RELATING TO INVESTING IN REAL ESTATE**

There are general risks attached to investments in real estate.

Investments in real estate and therefore the income generated from the Properties are subject to various risks, including but not limited to:

- adverse changes in political or economic conditions;  
  
adverse local market conditions (such as over-supply of properties or reduction in demand for properties in the market in which MPACT operates);
- the financial condition of tenants;
- the availability of financing such as changes in availability of debt or equity financing, which may result in an inability by MPACT to finance future acquisitions on favourable terms or at all;
- changes in interest rates and other operating expenses;
- 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;
- environmental claims in respect of real estate;
- changes in market rents;
- changes in energy prices;
- changes in the relative popularity of property types and locations leading to an oversupply of space or a reduction in tenant demand for a particular type of property in a given market;
- competition among property owners for tenants which may lead to vacancies or an inability to rent space on favourable terms;
- inability to renew leases or re-let space as existing leases expire;
- inability to collect rents from tenants on a timely basis or at all due to bankruptcy or insolvency of the tenants or otherwise;
- the amount and extent to which MPACT is required to grant rental rebates to the tenants;
- 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, 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;
- waivers of rent and/or cap on interest on late payment of rent being requested for by tenants, or being mandated under relevant laws and regulations (including government measures implemented to address the on-going COVID-19 pandemic);
- vacancies following the expiry or termination of leases (with or without cause) that lead to reduced occupancy rates;
- insufficiency of insurance coverage or increases in insurance premiums;
- increases in the rate of inflation;
- inability of the property manager to provide or procure the provision of adequate maintenance and other services;
- defects affecting the Properties which need to be rectified, or other required repair and maintenance of the Properties, leading to unforeseen capital expenditure;
- the relative illiquidity of real estate investments;
- considerable dependence on cash flow for the maintenance of, and improvements to, the Properties;
- increased operating costs, including real estate taxes;
- any defects or illegal structures that were not uncovered by physical inspection or due diligence review;
- management style and strategy of the MPACT Manager;
- the attractiveness of MPACT's properties to tenants;
- the cost of regulatory compliance;
- tenants exercising the right and/or option to take up additional space at the Properties at a rent less than the rent such space may have received;
- ability to rent out properties on favourable terms; and
- acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases (e.g. the on-going COVID-19 pandemic), natural disasters and other events beyond the control of the MPACT Manager.

Many of these factors may cause fluctuations in occupancy rates, rental or room rates or operating expenses, causing a negative effect on the value of real estate and income derived from real estate. The annual valuation of the Properties will reflect such factors and as a result may fluctuate upwards or downwards. The capital value of MPACT's real estate assets may be significantly diminished in the event of a sudden downturn in real estate market prices or the economies of jurisdictions where MPACT operates in, which may adversely affect the financial condition of MPACT.

### **MPACT may be adversely affected by the illiquidity of real estate investments**

MPACT's investment strategy involves a higher level of risk as compared to a portfolio which has a more diverse range of investments. Real estate investments are relatively illiquid and such illiquidity may affect MPACT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, real estate market or other conditions. MPACT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such assets in order to ensure a quick sale. MPACT 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 MPACT's financial condition and results of operations, and the relevant Issuer's ability to fulfil its payment obligations under the Securities.

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

MPACT's profitability could be adversely affected if direct expenses and other operating expenses increase (save for such expenses which MPACT 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, laws or regulations;
- increase in sub-contracted service costs;
- increase in labour costs;
- increase in repair and maintenance costs;
- increase in the rate of inflation;
- defects affecting, or environmental pollution in connection with, MPACT's properties which need to be rectified;
- increase in insurance premium; and
- increase in cost of utilities.

### **MPACT may suffer higher taxes if any of its subsidiaries is treated as having a taxable presence or permanent establishment outside their place of incorporation and tax residency**

Currently, MPACT and its subsidiaries are not regarded as having any taxable presence or permanent establishment outside their place of incorporation and place of tax residency. If any of MPACT's subsidiaries is considered as having a taxable presence or permanent establishment outside its place of incorporation and place of tax residency, income or gains may be subject to additional taxes which may have an adverse impact on MPACT's financial condition.

**Published unaudited interim and year end financial statements in respect of MPACT and its subsidiaries which are, from time to time, included or incorporated by reference in this Offering Circular will not have been audited or subject to review**

Any published unaudited interim and year end financial statements in respect of MPACT and its subsidiaries which are, from time to time, included in or deemed to be incorporated by reference in this Offering Circular will not have been audited or subject to review by the auditors in respect of MPACT and its subsidiaries, as the case may be. Accordingly, there can be no assurance that, had an audit or review been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

**RISKS RELATING TO THE NOTES AND PERPETUAL SECURITIES**

***The Notes and Perpetual Securities may not be a suitable investment for all Investors***

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

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

Some Notes and/or Perpetual 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 Notes or Perpetual Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes or, as the case may be, Perpetual Securities will perform under changing conditions, the resulting effects on the value of the Notes or, as the case may be, Perpetual Securities and the impact this investment will have on the potential investor's overall investment portfolio.

### ***Risks related to the structure of a particular issue of Notes or Perpetual Securities***

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

#### ***Notes and Perpetual Securities subject to optional redemption by the relevant Issuer***

An optional redemption feature of any Notes and Perpetual Securities is likely to limit their market value. During any period when the relevant Issuer may elect to redeem such Notes or Perpetual Securities, the market value of those Notes or Perpetual Securities 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 or Perpetual Securities when its cost of borrowing is lower than the interest rate on the Notes or the rate of distribution on the Perpetual Securities. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes or the rate of distribution on the Perpetual Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### ***Index Linked and Dual Currency Notes and Perpetual Securities***

The relevant Issuer may issue Notes or Perpetual Securities with principal, interest or distributions determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or to other factors (each, a **Relevant Factor**). In addition, the relevant Issuer may issue Notes or Perpetual Securities with principal, interest or distributions payable in one or more currencies which may be different from the currency in which the relevant Notes or Perpetual Securities are denominated. Potential investors should be aware that:

- (a) the market price of such Notes or, as the case may be, the Perpetual Securities may be volatile;
- (b) they may receive no interest or distributions;
- (c) payment of principal, interest or distributions may occur at a different time or in a different currency than expected;
- (d) they may lose all or a substantial portion of their principal;
- (e) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (f) if a Relevant Factor is applied to Notes or, as the case may be, the Perpetual Securities in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal, interest or distributions payable likely will be magnified; and
- (g) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes or Index Linked Perpetual Securities. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes or Index Linked Perpetual Securities and the suitability of such Notes or Perpetual Securities in light of its particular circumstances.

#### *Partly-paid Notes and Perpetual Securities*

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

#### *Variable Rate Notes and Perpetual Securities with a multiplier or other leverage factor*

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

#### *Inverse Floating Rate Notes and Perpetual Securities*

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

#### *Fixed/Floating Rate Notes and Perpetual Securities*

Fixed/Floating Rate Notes and Perpetual Securities may bear interest and distributions (as the case may be) at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes or, as the case may be, the Perpetual Securities since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes or, as the case may be, the Perpetual Securities may be less favourable than then prevailing spreads on comparable Floating Rate Notes or, as the case may be, Floating Rate Perpetual Securities tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes or Perpetual Securities. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes or, as the case may be, its Perpetual Securities.

### *Notes and Perpetual Securities issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium from 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.

### ***Risks related to Notes and Perpetual Securities generally***

Set out below is a brief description of certain risks relating to the Notes and Perpetual Securities generally:

#### *The regulation and reform of “benchmarks” may adversely affect the value of Notes or Perpetual Securities linked to or referencing such “benchmarks”*

The Programme allows for the issuance of Notes and Perpetual Securities that reference certain interest rates or other types of rates or indices which are deemed to be “benchmarks”, in particular with respect to certain Floating Rate Notes or Floating Rate Perpetual Securities where the Reference Rate (as defined in the Conditions) may be EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA or TONA. The Pricing Supplement for the Notes or, as the case may be, the Perpetual Securities will specify whether EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA or TONA or another benchmark is applicable.

The financial markets have been generally impacted by recent developments relating to regulation and reform of “benchmarks” and the continued development of risk-free rates as reference rates. Interest rates and indices which are deemed to be “benchmarks” (including EURIBOR, HIBOR and CNH HIBOR), are the subject of 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 Notes or Perpetual Securities linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires 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) prevents 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). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes or Perpetual 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 EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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 relevant 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.

The euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Ongoing industry transitions may cause the relevant benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes or Perpetual Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

In the case where “Benchmark Discontinuation (General)”, “Benchmark Discontinuation (ARRC)” or “Benchmark Discontinuation (SORA)” is stated to be applicable in the relevant Pricing Supplement, the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities provide for certain fallback arrangements in the event that an Original Reference Rate (as defined in the Conditions) and/or any page on which an Original Reference Rate may be published (or any other successor service) becomes unavailable or a Benchmark Event, or, as the case may be, Benchmark Transition Event (both as defined in the Conditions) otherwise occurs. Such fallback arrangements include the possibility that the Rate of Interest, Reset Rate of Distribution or Rate of Distribution (as applicable) (each term as defined in the Conditions) could be set by reference to a Successor Rate or an Alternative Rate (each term as defined in the Conditions), with or without the application of an adjustment spread and may include amendments to the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities to ensure the proper operation of the successor or replacement benchmark, all as determined by the relevant Issuer or the Independent Adviser (as defined in the Conditions), as applicable (acting in good faith and in a commercially reasonable manner). An adjustment spread, if applied could be positive or negative and would be applied with a view to reducing or eliminating, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an adjustment spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest, Reset Rate of Distribution or Rate of Distribution (as the case may be). The use of a Successor Rate or Alternative Rate (including with the application of an adjustment spread) will still result in any Notes or Perpetual Securities linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest, Reset Rate of Distribution or Rate of Distribution (as the case may be)) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event or, as the case may be, a Benchmark Transition Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of (i) (in the case of Floating Rate Notes) the Rate of Interest for a particular Interest Period (as defined in the Conditions of the Notes) may result in the Rate of Interest for the last preceding Interest Period being used; (ii) (in the case of Floating Rate Perpetual Securities) the Rate of Distribution for a particular Distribution Period (as defined in the Conditions of the Perpetual Securities) may result in the Rate of Distribution for the last preceding Distribution Period being used; and (iii) (in the case of Fixed Rate Perpetual Securities) the Reset Rate of Distribution for a particular Reset Period may result in the Reset Rate of Distribution for the last preceding Reset Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes or Floating Rate Perpetual Securities (as applicable) based on the rate which was last observed on the Relevant Screen Page (as defined in the Conditions). Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser, and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

If “Benchmark Discontinuation (General)”, “Benchmark Discontinuation (ARRC)” or “Benchmark Discontinuation (SORA)” is specified to be “Not Applicable” in the applicable Pricing Supplement, investors should be aware that if the Original Reference Rate were discontinued or otherwise unavailable, the Rate of Interest on Notes or the Reset Rate of Distribution or Rate of Distribution on Perpetual Securities which reference the Original Reference Rate will be determined for the relevant period by the fallback provisions applicable to such Notes and Perpetual Securities. Depending on the manner in which the Original Reference Rate is to be determined under the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities, this may in certain circumstances (i) be reliant upon the provision by reference banks of offered quotations for the Original Reference Rate which, depending on market circumstances, may not be available at the relevant time or (ii) result in the effective application of a fixed rate for such Notes and Perpetual Securities as mentioned above. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any such Notes and Perpetual Securities which reference the Original Reference Rate.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions in making any investment decision with respect to any Notes or Perpetual Securities linked to or referencing a benchmark.

*The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes and Floating Rate Perpetual Securities*

SOFR, SORA and TONA are recently reformed and/or are newly established risk-free rates. SOFR is published by the Federal Reserve Bank of New York (the **Federal Reserve**) and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities and a current preferred replacement rate to USD LIBOR. SORA is published by the MAS and is the volume-weighted average rate of borrowing transactions in the unsecured overnight interbank SGD cash market. SORA is part of an industry-wide interest rate benchmark transition away from the use of SOR and SIBOR to the use of SORA as the main interest rate benchmark for SGD financial markets. TONA was identified as the risk-free rate for Japanese yen by the Japanese Study Group on Risk-Free Reference Rates in December 2016 and represents the weighted average of call rates for uncollateralised overnight call transactions in Japanese yen. TONA is published by the Bank of Japan for a given Tokyo Business Day on the following Tokyo Business Day and is a transaction-based uncollateralised overnight call rate.

Investors should be aware that the development of risk-free rates in the market continues to develop and accordingly, such risk-free rates have a limited performance history and the future performance of such risk-free rates is impossible to predict. As a consequence, no future performance of the relevant risk-free rate or Notes or Perpetual Securities referencing such risk-free rate may be inferred from any of the hypothetical or actual historical performance data. Investors should also be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates. There can be no assurance that SOFR, SORA and TONA will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global, national or regional economic, financial, political, regulatory, judicial or other events. In addition, the methods of calculation, publication schedule, rate revision practices or availability of a relevant risk-free rate may be subject to alteration by the relevant administrator and any such alterations could have a material adverse impact on the value and return on such risk-free rate instruments. Please refer to the risk factor *“The regulation and reform of “benchmarks” may adversely affect the value of Notes and Perpetual Securities linked to or referencing such “benchmarks”* for further details of the recent interest rates and benchmarks reform.

Market convention for calculation of the interest rate for bonds referencing risk-free rates may continue to develop. The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to any that reference risk free rates issued under the Programme. The relevant Issuer may in the future also issue Notes or Perpetual Securities referencing risk free rates that differ materially in terms of interest or distribution determination when compared with any previous Notes or Perpetual Securities referencing the same risk free rate issued by it under the Programme. The development of risk free rates as interest or distribution reference rates for the Eurobond markets and of the market infrastructure for adopting such rates could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Notes or Perpetual Securities issued under the Programme which references any such risk free rate from time to time.

Furthermore, the basis of deriving certain risk free rates, such as SOFR, SORA or TONA, may mean that interest on Notes or distribution on Perpetual Securities which reference any such risk free rate would only be capable of being determined after the end of the relevant observation period and immediately prior to the relevant Interest Payment Date or, as the case may be, Distribution Payment Date. It may be difficult for investors in Notes or Perpetual Securities which reference any such risk free rate to accurately estimate the amount of interest or distribution which will be payable on such Notes or Perpetual Securities, and some investors may be unable or unwilling to trade such Notes or Perpetual Securities without changes to their IT systems, both of which could adversely impact the liquidity of such Notes or Perpetual Securities. Further, in contrast to LIBOR-linked securities, if Notes or Perpetual Securities referencing such risk free rates become due and payable as a result of an event of default under the Conditions, the rate of interest payable for the final Interest Period or Distribution Period in respect of such Notes or, as the case may be, Perpetual Securities shall only be determined on the date which the Notes or, as the case may be, Perpetual Securities become due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Notes or Perpetual Securities.

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

Since risk free rates are relatively new market indices, Notes or Perpetual Securities linked to any such risk free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk free rate, such as the spread over the index reflected in interest or distribution rate provisions, may evolve over time, and trading prices of such Notes or Perpetual Securities may be lower than those of later-issued indexed debt securities as a result. Further, if any risk free rate to which a series of Notes or Perpetual Securities is linked does not prove to be widely used in securities like the Notes or Perpetual Securities, the trading price of such Notes or Perpetual Securities linked to a risk free rate may be lower than those of Notes or Perpetual Securities linked to indices that are more widely used. Investors in such Notes or Perpetual Securities may not be able to sell such Notes or Perpetual Securities at all or may not be able to sell such Notes or Perpetual Securities at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that any risk free rate to which a series of Notes or Perpetual Securities is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes or Perpetual Securities referencing such risk free rate. If the manner in which such risk free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes or the amount of distribution payable on such Perpetual Securities and the trading prices of such Notes or Perpetual Securities.

*Negative benchmark rates would reduce the rate of interest on the Floating Rate Notes and the rate of distribution on the Floating Rate Perpetual Securities*

The interest rate to be borne by Floating Rate Notes and the distribution rate to be borne by Floating Rate Perpetual Securities is based on a spread over the relevant benchmark, including EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA, TONA or another benchmark. Changes in the relevant benchmark rate will affect the rate at which Floating Rate Notes or Floating Rate Perpetual Securities accrue interest or distribution and the amount of interest payments or distribution payments on Floating Rate Notes or Floating Rate Perpetual Securities. To the extent that the relevant benchmark rate decreases below 0.00 per cent. for any interest period or distribution period, the rate at which the Floating Rate Notes or Floating Rate Perpetual Securities accrue interest or distribution for such interest period or distribution period may be reduced by the amount by which such benchmark rate is negative.

*Modification, waivers and substitution*

Each of the Conditions of the Notes and the Conditions of the Perpetual Securities contain provisions for calling meetings of Noteholders or Securityholders (as the case may be) to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders or Securityholders of a particular Series including Noteholders and Securityholders who did not attend and vote at the relevant meeting and Noteholders or Securityholders who voted in a manner contrary to the majority.

In respect of each particular Series of Notes or Perpetual Securities, each of the Conditions of the Notes and the Conditions of the Perpetual Securities provide that the Trustee may agree, without the consent of the Noteholders, the Securityholders, the Receipholders or the Couponholders, to any modification of any of the provisions of Notes or Perpetual Securities or the Trust Deed where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders, the Securityholders, the Receipholders or the Couponholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or an error which, in the opinion of the Trustee, is proven, or to comply with mandatory provisions of the law or as may be required by the clearing system in which the Notes and Perpetual Securities may be held.

In respect of each particular Series of Notes or Perpetual Securities, each of the Conditions of the Notes and the Conditions of the Perpetual Securities provide that the Trustee may, without the consent of the Noteholders, the Securityholders, the Receiptholders or the Couponholders (but only if and in so far as in its opinion the interests of the Noteholders, the Securityholders, the Receiptholders or the Couponholders shall not be materially prejudiced), waive or authorise any breach or proposed breach by the relevant Issuer or the Guarantor of any of the covenants or provisions contained in the Trust Deed or determine that any Event of Default (in the case of Notes) shall not be treated as such.

In respect of each particular Series of Notes or Perpetual Securities, each of the Conditions of the Notes and the Conditions of the Perpetual Securities provide that the Trustee may, without the consent of the Noteholders, the Securityholders, the Receiptholders or the Couponholders, agree with the relevant Issuer and the Guarantor to the substitution in place of the relevant Issuer as the principal debtor under the Notes, the Perpetual Securities, the Receipts, the Coupons and the Trust Deed of another company being the Guarantor or a Subsidiary (as defined in the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities) of MPACT, in the circumstances described in Condition 15 of the Notes and Condition 14 of the Perpetual Securities.

Where the relevant Issuer or the Guarantor encounters, or is likely to encounter, financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern, it may propose a Restructuring Plan (a **Plan**) with its creditors under Part 26A of the UK Companies Act 2006 (introduced by the UK Corporate Insolvency and Governance Act 2020 of the United Kingdom) to eliminate, reduce, prevent or mitigate the effect of any of those financial difficulties. Should this happen, creditors whose rights are affected are organised into creditor classes and can vote on any such Plan (subject to being excluded from the vote by the English courts for having no genuine economic interest in the relevant Issuer or the Guarantor). Provided that one class of creditors (who would receive a payment, or have a genuine economic interest in the relevant Issuer or the Guarantor) has approved the Plan, and in the view of the English courts that any dissenting class(es) who did not approve the Plan are no worse off under the Plan than they would be in the event of the “relevant alternative” (such as, broadly, liquidation or administration), then the English court can sanction the Plan where it would be a proper exercise of its discretion. A sanctioned Plan is binding on all creditors and members, regardless of whether they approved it. Any such sanctioned Plan in relation to the relevant Issuer or the Guarantor may, therefore, adversely affect the rights of Noteholders or Securityholders and the price or value of their investment in the Notes or Perpetual Securities, as it may have the effect of modifying or disapplying certain terms of the Notes or Perpetual Securities (by, for example, writing down the principal amount of the Notes or Perpetual Securities, modifying the interest or distribution payable on the Notes or Perpetual Securities, the maturity date or dates on which any payments are due or substituting the relevant Issuer) or modifying or disapplying certain terms of the Guarantee or substituting the Guarantor.

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

There can be no assurance that the relevant Issuer, the Guarantor and/or MPACT will not become bankrupt, unable to pay its debts or insolvent, or the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. It is unclear whether Singapore insolvency and related laws applicable to companies can be applied to real estate investment trusts and business trusts. In the event of an insolvency or near insolvency of the relevant Issuer, the Guarantor and/or MPACT (as the case may be), the application of certain provisions of Singapore insolvency and related laws may have a material adverse effect on the Noteholders or the Securityholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Noteholders or the Securityholders.

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

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

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

#### *Change of law*

The Conditions of the Notes and Perpetual Securities are based on English law or, as the case may be, Singapore law (as specified in the applicable Pricing Supplement) in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law, Singapore law or the respective administrative practices in both jurisdictions after the date of this Offering Circular.

#### *The Notes, Perpetual Securities and the Guarantee are not secured*

The Notes, Perpetual Securities and Coupons of all Series constitute direct, unconditional and unsecured obligations of the relevant Issuer and (i) in the case of Senior Perpetual Securities, rank *pari passu* without any preference among themselves (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding and (ii) in the case of Subordinated Perpetual Securities, constitute subordinated obligations of the relevant Issuer and rank *pari passu* without any preference among themselves and with any Parity Obligations of the relevant Issuer as set out in the applicable Pricing Supplement. Subject to the Conditions of the

Notes or, as the case may be, the Conditions of the Perpetual Securities, the payment obligations of the Guarantor under the Guarantee constitute direct, unconditional and unsecured obligations of the Guarantor and (i) in the case of Notes and Senior Perpetual Securities, rank *pari passu* and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding and (ii) the case of Subordinated Perpetual Securities, constitute subordinated obligations of the Guarantor and rank *pari passu* with any Parity Obligations of the Guarantor as set out in the applicable Pricing Supplement.

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

*Enforcement against the MPACT Trustee is subject to the MPACT Trustee's right of indemnity out of the MPACT Deposited Property*

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

*Bearer Notes and Bearer Perpetual Securities where denominations involve integral multiples: definitive Bearer Notes and definitive Bearer Perpetual Securities*

In relation to any issue of Bearer Notes or Bearer Perpetual Securities which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes or, as the case may be, the Perpetual Securities may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Bearer Note or a definitive Bearer Perpetual Security in respect of such holding (should definitive Notes or definitive Perpetual Securities be printed) and would need to purchase a principal amount of Notes or Perpetual Securities, as the case may be, such that its holding amounts to a Specified Denomination.

If definitive Bearer Notes and definitive Bearer Perpetual Securities are issued, holders should be aware that definitive Notes and definitive Perpetual Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

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

The guarantee given by the Guarantor provides holders of Notes and Perpetual Securities with a direct claim against the Guarantor with respect to the MPACT Deposited Property with regards to the relevant Issuer's obligations under the Notes or, as the case may be, the Perpetual Securities issued by it. Enforcement of the Guarantee in respect of the Notes, the Senior Guarantee and the Subordinated Guarantee would be subject to certain generally available defences. Local laws and defences may vary, and may include those that relate to corporate benefit (*ultra vires*), fraudulent conveyance or transfer (*action pauliana*), voidable preference, financial assistance, corporate purpose, liability in tort, subordination and capital maintenance or similar laws and concepts. They may also include regulations or defences which affect the rights of creditors generally.

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

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

Notes and Perpetual Securities issued under the Programme may be represented by one or more Global Notes or Global Perpetual Securities. Such Global Notes or Global Perpetual Securities may be deposited with a common depositary for Euroclear and Clearstream and/or with CDP. Except in the circumstances described in the relevant Global Note or Global Perpetual Securities, investors will not be entitled to receive Definitive Notes or Definitive Perpetual Securities. Each of Euroclear, Clearstream and CDP will maintain records of the beneficial interests in the Global Notes or Global Perpetual Securities held through it. While the Notes and Perpetual Securities are represented by one or more Global Notes or, as the case may be, Global Perpetual Securities, investors will be able to transfer their beneficial interests only through Euroclear or Clearstream or CDP (as the case may be).

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

Holders of beneficial interests in the Global Notes or Global Perpetual Securities will not have a direct right to vote in respect of the relevant Notes or Perpetual Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear or Clearstream or CDP (as the case may be) to appoint appropriate proxies. Similarly, holders of beneficial interests

in the Global Notes or Global Perpetual Securities will not have a direct right under the respective Global Notes or Global Perpetual Securities to take enforcement action against the relevant Issuer or the Guarantor following an Event of Default under the relevant Notes or an Enforcement Event under the relevant Perpetual Securities but will have to rely upon their rights under the Trust Deed.

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

In certain circumstances (including under Condition 10 of the Notes and Condition 9 of the Perpetual Securities), the Trustee may (at its sole discretion) request Noteholders or Securityholders to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes action on behalf of Noteholders or Securityholders. The Trustee is not obliged to take any action if not indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or pre-funding can be a lengthy process and may impact on when such actions can be taken.

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

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

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

*Unaudited and unreviewed financial information*

Any unaudited interim financial statements which are set out elsewhere in this Offering Circular and, from time to time, are deemed to be incorporated by reference in this Offering Circular will not have been audited or subject to review by the auditors of the MPACT Group. Accordingly, there can be no assurance that, had an audit or review been conducted in respect of such financial statements, the information presented therein would not have been materially different.

*The Unaudited Pro Forma Consolidated Financial Information is presented for illustrative purposes only (and may not be suitable for any other purposes) and is not necessarily indicative of the future performance of MPACT*

The Unaudited Pro Forma Consolidated Financial Information contained in this Offering Circular has been prepared to give effect to the completion of the Merger. The Unaudited Pro Forma Consolidated Financial Information are presented for illustrative purposes only, and may not be an accurate indication of what the MPACT Group's results of operations would have been had the Merger been completed on the dates assumed and is based on various adjustments and assumptions including preliminary estimates. The actual financial condition and results of operations following the completion of the integration of the MPACT Group's business may not be consistent with, or evident from, these Unaudited Pro Forma Consolidated Financial Information. In addition, the assumptions used in preparing the Unaudited Pro Forma Consolidated Financial

Information may not be realised, and other factors may affect the MPACT Group's financial condition or results of operations.

The objective of the Unaudited Pro Forma Consolidated Financial Information is to provide information about the impact of the Merger by indicating how the Merger might have affected the MNACT Group and MCT Group's historical total return, distributable income, financial position or, as the case may be, operational position had it occurred as indicated above. In particular, the Unaudited Pro Forma Consolidated Financial Information comprises historical financial information of the MCT Group for the financial year ended 31 March 2022 and historical financial information of the MNACT Group for the financial year ended 31 March 2022 which have been retrospectively combined to reflect the effect of the Merger as described in the notes thereto and do not reflect any adjustments to incorporate significant trends or other factors that may be of relevance in considering future performance. Potential investors must exercise caution when using such data to evaluate the Merger. In addition, the Unaudited Pro Forma Consolidated Financial Information included in this Offering Circular has been prepared by the MPACT Group based on the audited consolidated financial statements of the MCT Group for the financial year ended 31 March 2022 and the audited consolidated financial statements of the MNACT Group for the financial year ended 31 March 2022. Neither the adjustments nor the resulting Unaudited Pro Forma Consolidated Financial Information have been the subject of an audit by an independent auditor and have not been compiled by an independent auditor. The Unaudited Pro Forma Financial Information should not be relied upon by investors to provide the same quality of information associated with information that has been subject to an audit or review by an independent auditor. Investors are cautioned not to place undue reliance on the Unaudited Pro Forma Consolidated Financial Information.

Investors should read the Unaudited Pro Forma Consolidated Financial Information in conjunction with the MCT Group's and the MNACT Group's audited consolidated financial statements (and their respective notes thereto) and other financial and operational information contained elsewhere in this Offering Circular.

### ***Risks related to the market generally***

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

#### ***The secondary market generally***

Notes and Perpetual 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 Notes or Perpetual 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 Notes and Perpetual 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 Notes and Perpetual Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes or, as the case may be, Perpetual Securities.

#### ***Exchange rate risks and exchange controls***

The relevant Issuer will pay principal and interest on the Notes and principal and distributions on the Perpetual Securities, and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may

significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes and Perpetual Securities, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and Perpetual Securities and (3) the Investor's Currency-equivalent market value of the Notes and Perpetual Securities.

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

#### *Interest rate risks*

Investment in Fixed Rate Notes and Fixed Rate Perpetual Securities involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes or, as the case may be, Fixed Rate Perpetual Securities.

#### ***Credit ratings may not reflect all risks***

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

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

#### ***Singapore taxation risk***

The Notes and Perpetual Securities to be issued from time to time under the Programme, during the period from the date of this Offering Circular to 31 December 2023, are intended to be "qualifying debt securities" for the purposes of the Income Tax Act 1947 of Singapore (the **ITA**), subject to the fulfilment of certain conditions more particularly described in the section entitled "**Taxation – Singapore Taxation**". However, there is no assurance that such Notes or Perpetual Securities will continue to enjoy the tax concessions for "qualifying debt securities" should the relevant tax laws be amended or revoked at any time or should the required conditions cease to be fulfilled.

### **RISKS RELATING ONLY TO PERPETUAL SECURITIES**

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

Perpetual Securities may be issued by the relevant Issuer under the Programme. Perpetual Securities have no fixed final maturity date. 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. 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, Securityholders 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 applicable Pricing Supplement, Securityholders may not receive Distribution payments if the relevant Issuer elects to defer Distribution payments***

If Distribution Deferral is specified as being applicable in the applicable Pricing Supplement, the relevant Issuer may, at its sole discretion, elect to defer any scheduled distribution on the Perpetual Securities for any period of time. The relevant Issuer and the Guarantor may be subject to certain restrictions in relation to the payment of dividends on its junior or parity obligations and the redemption and repurchase of its junior or parity obligations until any Arrears of Distribution (as defined in the Conditions of the Perpetual Securities) and any Additional Distribution Amounts (as defined in the Conditions of the Perpetual Securities) are satisfied. The Issuers are not subject to any limits as to the number of times distributions can be deferred pursuant to the Conditions of the Perpetual Securities subject to compliance with the foregoing restrictions. Distributions may be cumulative or non-cumulative, as will be set out in the applicable Pricing Supplement. Any relevant Issuer may defer their payment for an indefinite period of time by delivering the relevant deferral notices to the holders, and holders have no rights to claim any distribution, Arrears of Distribution or Additional Distribution Amount if there is such a deferral. MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer's decision to defer distribution on the Perpetual Securities will be dictated by the decision of the Guarantor, of which they are, respectively, a wholly-owned subsidiary and an indirect wholly-owned subsidiary. Investors should be aware that the interests of any relevant Issuer and/or the Guarantor, as applicable, may be different to the interests of the Securityholders.

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

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

In addition, the relevant Issuer may also have the right (but not the obligation) to redeem the Perpetual Securities at an amount specified in the applicable Pricing Supplement for taxation reasons, accounting reasons, upon the occurrence of a Ratings Event, a Tax Deductibility Event or a Change of Control Event (each as defined in Condition 5 of the Perpetual Securities or in the applicable Pricing Supplement), or at the option of the relevant Issuer where the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued (details of each case as further set out in Condition 5 of the Perpetual Securities).

The date on which the relevant Issuer elects to redeem the Perpetual Securities may not accord with the preference of individual Securityholders. This may be disadvantageous to Securityholders in light of market conditions or the individual circumstances of a Securityholder. In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective distribution rate at the same level as that of the 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 defer that distribution pursuant to the Conditions of the Perpetual Securities. Notwithstanding any of the provisions relating to non-payment defaults, the right to institute Winding-Up (as defined in the Conditions of the Perpetual Securities) proceedings is limited to circumstances where payment has become due and the relevant Issuer (failing which, the Guarantor) fails to make the payment when due. Subject to the Conditions of the Perpetual Securities, the only remedy against the relevant Issuer and the Guarantor available to any Securityholder for recovery of amounts in respect of the Perpetual Securities and/or the Guarantee of the Senior Perpetual Securities and/or the 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 Guarantee of the Senior Perpetual Securities and/or the Guarantee of the Subordinated Perpetual Securities will be proving in such Winding-Up and/or claiming in the liquidation of the MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, such New Issuer and/or MPACT, as the case may be, in respect of any payment obligations of the relevant Issuer and/or the Guarantor arising from the Perpetual Securities and/or the Guarantee of the Senior Perpetual Securities and/or the Guarantee of the Subordinated Perpetual Securities, as the case may be.

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

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

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

The obligations of each Issuer under the Subordinated Perpetual Securities, and of the Guarantor under the 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 MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, such New Issuer or MPACT, 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 any 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 Notes and Perpetual Securities that can be issued under the Programme (which can be amended from time to time by the relevant Issuer and the Guarantor without the consent of the Noteholders and

Securityholders), there is no restriction on the amount of unsubordinated securities or other liabilities which the Issuers 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 MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, such New Issuer and/or MPACT (as the case may be) and/or may increase the likelihood of a deferral of Distribution under the Subordinated Perpetual Securities. The Securityholders will not have recourse to any specific assets of the relevant Issuer, MPACT and/or the MPACT Group.

***Tax treatment of the Perpetual Securities is unclear***

It is not clear whether any particular tranche of the Perpetual Securities (the **Relevant Tranche of the Perpetual Securities**) will be regarded as “debt securities” by the IRAS for the purposes of the ITA, or whether distribution payments made under the Relevant Tranche of the Perpetual Securities (including Optional Distributions, Arrears of Distribution and Additional Distribution Amounts, if any) will be regarded by the IRAS as interest payable on indebtedness for the purposes of the ITA or whether the tax exemptions or tax concessions available for “qualifying debt securities” under the qualifying debt securities scheme (as set out in the section entitled “*Taxation – 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, or the distribution payments made in respect of the Relevant Tranche of the Perpetual Securities (including Optional Distributions, Arrears of Distribution and Additional Distribution Amounts, if any) are not regarded as interest payable on indebtedness for the purposes of the ITA, or should the required conditions under the qualifying debt securities scheme cease to be fulfilled or holders thereof are not eligible for the tax exemptions or tax concessions under the qualifying debt securities scheme, the Singapore tax treatment to holders may differ from that set out in the section entitled “*Taxation – Singapore Taxation*”.

Where the Issuer is the MPACT Trustee, MPACT TCo or MPACT Spore-TCo, in the event that the IRAS does not regard the Relevant Tranche of the Perpetual Securities issued by the relevant Issuer as “debt securities” for the purposes of the ITA, the distributions in respect of the Relevant Tranche of Perpetual Securities (including Optional Distributions, Arrears of Distribution and Additional Distribution Amounts, if any) may be subject to Singapore income tax, and the relevant Issuer may be obliged (in certain circumstances) to withhold or deduct tax on such payments. In that event, the relevant Issuer will not pay any additional amounts in respect of any such withholding or deduction from such payments in respect of the Relevant Tranche of the Perpetual Securities for or on account of any such taxes or duties.

Where the Relevant Tranche of the Perpetual Securities is issued by MPACT HK-TCo, it is also not clear whether the Relevant Tranche of the Perpetual Securities issued by MPACT HK-TCo will be considered as debt securities or equity instruments for Hong Kong profits tax purposes.

Investors and holders of the Relevant Tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore or Hong Kong tax consequences of their acquisition, holding and disposal of the Relevant Tranche of the Perpetual Securities.

For further details of the tax treatment of the Perpetual Securities, please see the section on “*Taxation – Singapore Taxation*” herein.

***A change in Singapore or Hong Kong law governing the subordination provisions of the Perpetual Securities may adversely affect holders of Perpetual Securities***

The provisions of the Conditions of the Perpetual Securities that relate to subordination are in the case of Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo and the MPACT Trustee,

governed by Singapore law and, in the case of Perpetual Securities issued by MPACT HK-TCO, governed by Hong Kong law. No assurance can be given as to the impact of any possible judicial decision or change to such laws or administrative practices after the date of issue of the relevant Perpetual Securities.

## **RISKS RELATING TO NOTES AND PERPETUAL SECURITIES DENOMINATED IN RENMINBI**

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

Renminbi is not freely convertible at present. The PRC Government continues to regulate conversion between Renminbi and foreign currencies despite the significant reduction over the years by the PRC Government of control over routine foreign exchange transactions under current accounts.

Currently, participating banks in Singapore, Hong Kong, Taiwan, London, Frankfurt, Seoul, Toronto, Sydney, Doha, Paris, Luxembourg, Kuala Lumpur and Bangkok have been permitted to engage in the settlement of Renminbi trade transactions. This represents a current account activity. However, remittance of RMB by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of RMB into the PRC for settlement of capital account items are developing gradually.

Since 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund. However, there is no assurance that the PRC Government will continue to liberalise its control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the relevant Issuer to source Renminbi to finance its obligations under the Notes or Perpetual Securities denominated in Renminbi (the **RMB Notes** and **RMB Perpetual Securities** respectively). Each investor should consult its own advisors to obtain a more detailed explanation of how the PRC regulations and rules may affect their investment decisions.

### ***There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes or RMB Perpetual Securities and the relevant Issuer's or the Guarantor's ability to source Renminbi outside the PRC to service the RMB Notes or RMB Perpetual Securities or, as the case may be, the Guarantee in respect thereof***

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. While the People's Bank of China (**PBOC**) has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the **Renminbi Clearing Banks**) and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the **Settlement Arrangements**), the current size of Renminbi-denominated financial assets outside the PRC remains limited.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements with each RMB Clearing Bank will not be terminated or amended in the future, which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes or RMB

Perpetual Securities. To the extent the relevant Issuer or the Guarantor are required to source Renminbi in the offshore market to service the RMB Notes or RMB Perpetual Securities, there is no assurance that the relevant Issuer or the Guarantor will be able to source such Renminbi on satisfactory terms, if at all.

***Investment in RMB Notes or RMB Perpetual Securities is subject to exchange rate risks***

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

***Payments in respect of the RMB Notes or RMB Perpetual Securities will only be made to investors in the manner specified in the RMB Notes or RMB Perpetual Securities***

All payments to investors in respect of the RMB Notes or RMB Perpetual Securities will be made solely by (i) when the RMB Notes or RMB Perpetual Securities are represented by a Global Note or a Global Perpetual Security respectively, and held with CDP or the common depositary for Euroclear and Clearstream or any alternative clearing system, transfer to a Renminbi bank account maintained in the Offshore Renminbi Centre(s) specified in the applicable Pricing Supplement in accordance with prevailing CDP or Euroclear and Clearstream rules and procedures, and (ii) when the RMB Notes or RMB Perpetual Securities are in definitive form, transfer to a Renminbi bank account maintained in the Offshore Renminbi Centre(s) specified in the applicable Pricing Supplement in accordance with prevailing rules and regulations. The relevant Issuer or, as the case may be, the Guarantor cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

## DOCUMENTS INCORPORATED BY REFERENCE

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

- (a) the most recently published audited non-consolidated financial statements of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and each New Issuer since the date of this Offering Circular and, if published later, the most recently published non-consolidated interim financial statements of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and each New Issuer, if any;
- (b) the most recently published audited consolidated financial statements of MPACT since the date of this Offering Circular and, if published later, the most recently published consolidated interim financial statements of MPACT, if any; and
- (c) all supplements or amendments to this Offering Circular circulated by the Issuers and the Guarantor from time to time,

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

The above website and any other websites referenced in this Offering Circular are intended as guides as to where other public information relating to the Issuers, the Guarantor, MPACT and the MPACT Group may be obtained free of charge. Information appearing in such websites does not form part of this Offering Circular or any applicable Pricing Supplement and none of the Issuers, the Guarantor, MPACT, the Arrangers and the Dealers accept any responsibility whatsoever that any information, if available, is accurate and/or up-to-date. Such information, if available, should not form the basis of any investment decision by an investor to purchase or deal in the Notes or Perpetual Securities.

The Issuers will provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuers at their respective offices set out at the end of this Offering Circular. In addition, such documents will be available free of charge from the registered office of the Guarantor which is set out at the end of this Offering Circular. A Pricing Supplement relating to unlisted Notes and unlisted Perpetual Securities will only be available for inspection by a holder of such Notes and Perpetual Securities, and such holder must produce evidence satisfactory to the relevant Issuer or the Principal Paying Agent as to its holding of Notes and/or Perpetual Securities and its identity.

If the terms of the Programme are modified or amended in a manner which would make this Offering Circular, as so modified or amended, inaccurate or misleading, a new offering circular or a supplement to the Offering Circular will be prepared.

**Any published unaudited interim financial statements in respect of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, any New Issuer, MPACT and their respective subsidiaries which are, from time to time, deemed to be incorporated by reference in this Offering Circular will not have been audited or subject to review by the auditors of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, such New Issuer, MPACT and their respective subsidiaries. Accordingly, there can be no assurance that, had an audit or review been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them. See “*Risk Factors*”.**

## FORM OF THE NOTES

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

### ***Bearer Notes***

Each Tranche of Bearer Notes will be in bearer form and will be initially issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Pricing Supplement, a permanent global note (a **Permanent Global Note** and, together with the Temporary Global Note, each a **Bearer Global Note**) which will be delivered on or prior to the original issue date of the Tranche to (i) a common depositary (the **Common Depositary**) for, Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream**) or (ii) The Central Depository (Pte) Limited (**CDP**).

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

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

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

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

- (a) in the case of Notes cleared through Euroclear and Clearstream, that:
  - (i) an Event of Default (as defined in Condition 10 of the Notes) has occurred and is continuing;

- (ii) the relevant Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor or alternative clearing system satisfactory to the Trustee is available; or
  - (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by an authorised signatory of the relevant Issuer is given to the Trustee; and
- (b) in the case of Notes cleared through CDP, that:
- (i) an event of default, enforcement event or analogous event entitling the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing;
  - (ii) CDP has closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business and no alternative clearing system is available; or
  - (iii) CDP has notified the relevant Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Permanent Global Note), or as the case may be, the Common Depository acting on their behalf, may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii) above, the relevant Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or, as the case may be, the CDP Paying Agent.

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

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

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

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

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

### ***Direct Rights in respect of Bearer Global Notes cleared through CDP***

Where a Bearer Global Note is cleared through CDP, if an Event of Default as provided in the Conditions has occurred and is continuing, the Trustee may state in a written notice to the CDP Paying Agent and the relevant Issuer (the **default notice**) that an Event of Default has occurred and is continuing.

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

### ***Registered Notes***

Each Tranche of Registered Notes will initially be represented by a global note in registered form (a **Registered Global Note** and, together with the Bearer Global Notes, each a **Global Note**). Registered Global Notes will be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream and/or deposited with CDP or its nominee, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 of the Notes) as the registered holder of the Registered Global Notes. None of the relevant Issuer, (where relevant) the Guarantor, the Trustee, any Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising, investigating, monitoring or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 of the Notes) immediately preceding the due date for payment in the manner provided in that Condition.

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

- (a) in the case of Notes cleared through Euroclear and Clearstream, that:
  - (i) an Event of Default (as defined in Condition 10 of the Notes) has occurred and is continuing;

- (ii) the relevant Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor or alternative clearing system satisfactory to the Trustee is available; or
  - (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by an authorised signatory of the relevant Issuer is given to the Trustee; and
- (b) in the case of Notes cleared through CDP, that:
- (i) an event of default, enforcement event or analogous event entitling the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing;
  - (ii) CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or the relevant clearing system has announced an intention permanently to cease business and no alternative clearing system is available; or
  - (iii) CDP has notified the relevant Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, or as the case may be, a nominee for the Common Depository acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note), may give notice to the Registrar, requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii) above, the relevant Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar or the CDP Paying Agent, as the case may be (the last date for such exchange, the **Registered Note Exchange Date**).

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

#### ***Direct Rights in respect of Registered Global Notes cleared through CDP***

Where a Registered Global Note is cleared through CDP, if an Event of Default as provided in the Conditions has occurred and is continuing, the Trustee may state in a default notice given to the CDP Paying Agent and the relevant Issuer that an Event of Default has occurred and is continuing.

Following the giving of the default notice, the holder of the Notes represented by the Registered Global Note cleared through CDP may (subject as provided below) elect that Direct Rights under the provisions of the relevant CDP Deed of Covenant shall come into effect in respect of a nominal amount of Notes up to the aggregate nominal amount in respect of which such default notice has been given. Such election shall be made by notice to the CDP Paying Agent and presentation of the Registered Global Note to or to the order of the CDP Paying Agent for reduction of the nominal amount of Notes represented by the Registered Global Note by such amount as may be stated in such notice and by entry by or on behalf of the Registrar in the Register of the nominal amount

of Notes in respect of which Direct Rights have arisen under the relevant CDP Deed of Covenant. Upon each such notice being given, the Registered Global Note shall become void to the extent of the nominal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the Registered Note Exchange Date unless the holder elects in such notice that the exchange for such Notes shall no longer take place.

### **General**

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

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream or CDP, each person (other than Euroclear and/or Clearstream or CDP or its nominee) who is for the time being shown in the records of Euroclear or of Clearstream or CDP as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear and/or Clearstream or CDP as to the nominal 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 relevant Issuer, the Guarantor, the Trustee, (in the case of Registered Global Notes) the Registrar and all other agents of the relevant Issuer as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest and, in the case of Notes cleared through CDP, premium, redemption, purchase and/or any other amounts which accrue or are otherwise payable by the relevant Issuer through CDP, on such nominal amount of such Notes, for which purposes the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the relevant Issuer, the Guarantor, the Trustee and their agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

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

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

## FORM OF THE PERPETUAL SECURITIES

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

### ***Bearer Perpetual Securities***

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

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

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

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

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

- (a) in the case of Perpetual Securities cleared through Euroclear and Clearstream that:
  - (i) an Enforcement Event (as defined in Condition 9(b) of the Perpetual Securities) has occurred and is continuing;
  - (ii) the relevant Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor or alternative clearing system satisfactory to the Trustee is available; or
  - (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Perpetual Securities in definitive form and a certificate to such effect signed by an authorised signatory of the relevant Issuer is given to the Trustee; and
- (b) in the case of Perpetual Securities cleared through CDP, that:
  - (i) an event of default, enforcement event or analogous event entitling the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing;
  - (ii) CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business and no alternative clearing system is available; or
  - (iii) CDP has notified the relevant Issuer that it is unable or unwilling to act as depository for the Perpetual Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The relevant Issuer will promptly give notice to Securityholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, or as the case may be, the Common Depositary acting on their behalf (acting on the instructions of any holder of an interest in such Permanent Global Perpetual Security), may give notice to the Principal Paying Agent or, as the case may be, the CDP Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii), the relevant Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

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

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

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

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

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

#### ***Direct Rights in respect of Bearer Global Perpetual Securities cleared through CDP***

Where a Bearer Global Perpetual Security is cleared through CDP, if any Enforcement Event as provided in the Conditions has occurred and is continuing, the Trustee may state in a written notice to the CDP Paying Agent and the relevant Issuer (the **enforcement notice**) that an Enforcement Event has occurred and is continuing.

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

#### ***Registered Perpetual Securities***

Each Tranche of Registered Perpetual Securities will initially be represented by a global perpetual security in registered form (a **Registered Global Perpetual Security** and, together with the Bearer Global Perpetual Securities, each a **Global Perpetual Security**). Registered Global Perpetual Securities will be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream and/or deposited with CDP or its nominee, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Perpetual Securities will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Perpetual Securities in fully registered form.

Payments of principal, distributions and any other amount in respect of the Registered Global Perpetual Securities will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 of the Perpetual Securities) as the registered holder of the Registered Global Perpetual Securities. None of the relevant Issuer, (where relevant) the Guarantor, the Trustee, any Agent (as defined in the Trust Deed) or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Perpetual Securities or for maintaining, supervising, investigating, monitoring or reviewing any records relating to such beneficial ownership interests.

Payments of principal, distributions or any other amount in respect of the Registered Perpetual Securities in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 of the Perpetual Securities) immediately preceding the due date for payment in the manner provided in that Condition.

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

- (a) in the case of Perpetual Securities cleared through Euroclear and Clearstream, that:
  - (i) an Enforcement Event (as defined in Condition 9(b) of the Perpetual Securities) has occurred and is continuing;
  - (ii) the relevant Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor or alternative clearing system satisfactory to the Trustee is available; or
  - (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Perpetual Securities in definitive form and a certificate to such effect signed by an authorised signatory of the relevant Issuer is given to the Trustee; and
- (b) in the case of Perpetual Securities cleared through CDP, that:
  - (i) an event of default, enforcement event or analogous event entitling the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing;
  - (ii) CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business and no alternative clearing system is available; or
  - (iii) CDP has notified the relevant Issuer that it is unable or unwilling to act as depository for the Perpetual Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services, and no alternative clearing system is available.

The relevant Issuer will promptly give notice to Securityholders in accordance with Condition 14 of the Perpetual Securities if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, CDP or Euroclear and/or Clearstream, or as the case may be, a nominee for the Common Depositary acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Perpetual Security), may give notice to the Registrar or the CDP Paying Agent, as the case may be, requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii) above, the relevant Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar or the CDP Paying Agent, as the case may be (the last date for such exchange, the **Registered Perpetual Security Exchange Date**).

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

### ***Direct Rights in respect of Registered Global Perpetual Securities cleared through CDP***

Where a Registered Global Perpetual Security is cleared through CDP, if any Enforcement Event as provided in the Conditions has occurred and is continuing, the Trustee may state in an enforcement notice given to the CDP Paying Agent and the relevant Issuer that an Enforcement Event has occurred and is continuing.

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

### ***General***

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

For so long as any of the Perpetual Securities is represented by a Global Perpetual Security held on behalf of Euroclear and/or Clearstream or CDP, each person (other than Euroclear and/or Clearstream or CDP or its nominee) who is for the time being shown in the records of Euroclear or of Clearstream or CDP as the holder of a particular nominal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear and/or Clearstream or CDP as to the nominal 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 relevant Issuer, the Guarantor, the Trustee, (in the case of Registered Perpetual Securities) the Registrar and all other agents of the relevant Issuer as the holder of such nominal amount of such Perpetual Securities for all purposes other than with respect to the payment of principal or distributions and, in the case of Notes cleared through CDP, premium, redemption, purchase and/or any other amounts which accrue or are otherwise payable by the relevant Issuer through CDP, on such nominal amount of such Perpetual Securities, for which purposes the bearer of the relevant Bearer Global Perpetual Security or the registered holder of the relevant Registered Global Perpetual Security shall be treated by the relevant Issuer, the Guarantor, the Trustee and their agents as the holder of such nominal amount of such Perpetual Securities in accordance with and subject to the terms of the relevant Global Perpetual Security and the expressions **Securityholder** and **holder of Perpetual Securities** and related expressions shall be construed accordingly.

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

No Securityholder or Couponholder shall be entitled to proceed directly against the relevant Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing.

## APPLICABLE PRICING SUPPLEMENT FOR NOTES

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II product governance/target market** – *[appropriate target market legend to be included]*]

**[UK MiFIR product governance/target market** – *[appropriate target market legend to be included]*]

**[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the SFA)** – *To insert notice if classification of the Notes is not “prescribed capital markets products”, pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]*<sup>1</sup>

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

[Date]

<sup>1</sup> Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the relevant Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

**[DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF  
MAPLETREE PAN ASIA COMMERCIAL TRUST)/  
MPACT TREASURY COMPANY PTE. LTD./  
MAPLETREE NORTH ASIA COMMERCIAL TRUST  
TREASURY COMPANY (S) PTE. LTD./  
MAPLETREE NORTH ASIA COMMERCIAL  
TREASURY COMPANY (HKSAR) LIMITED/  
[NAME OF NEW ISSUER]]**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
[Guaranteed by DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF  
MAPLETREE PAN ASIA COMMERCIAL TRUST)]<sup>1</sup>  
under the S\$5,000,000,000  
Euro Medium Term Securities Programme**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [date]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Offering Circular. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the Conditions) set forth in the Offering Circular dated [original date]. This document is the Pricing Supplement for the Notes described herein and must be read in conjunction with the Offering Circular dated [current date], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circulars dated [current date] and [original date].]

*[The following language applies if the Notes are intended to be Qualifying Debt Securities for the purposes of the Income Tax Act 1947 of Singapore:]*

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 1947 of Singapore (the **ITA**), shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, 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 ITA.]

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination [must/may need to] be £100,000 or its equivalent in any other currency.]*

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<sup>1</sup> Applicable in the case of Guaranteed Securities.

1. (a) Issuer: [DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)/MPACT Treasury Company Pte. Ltd./Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd./Mapletree North Asia Commercial Treasury Company (HKSAR) Limited/*name of New Issuer*]
- (b) Guarantor: [DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)/Not Applicable]
- (c) Legal Entity Identifier of [Mapletree Pan Asia Commercial Trust/MPACT Treasury Company Pte. Ltd./Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd./Mapletree North Asia Commercial Treasury Company (HKSAR) Limited/*Name of New Issuer*]: 549300BF18K4IC5LZ208/  
549300EUSACSTG0HDI86/  
549300W4SJMO3XNUN253/  
5493000V72FVUYARQH97/  
[●]
2. (a) Series Number: [      ]
- (b) Tranche Number: [      ]
- (c) Date on which the Notes will be consolidated and form a single Series: *(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*  
The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [●] below, which is expected to occur on or about [*date*]]  
[Not Applicable]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount:
- (a) Series: [      ]
- (b) Tranche: [      ]
5. (a) Issue Price: [      ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (*if applicable*)]

(b) [Private banking rebates: [Yes/Not Applicable] *[insert figures or estimates]*

*[To be inserted if a PB rebate is paid:*

*“A rebate of [●] basis points is being offered by the Issuer to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors.”<sup>1</sup>*

6. (a) Specified Denominations: [ ]

*(N.B. In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*

*Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the relevant Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).*

*(Note – in the case of Bearer Notes, where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*

*“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”*)

(b) Calculation Amount: [ ]

*(If only one Specified Denomination, insert the Specified Denomination.*

*If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*

7. (a) Issue Date: [ ]

(b) Interest Commencement Date: *[specify/Issue Date/Not Applicable]*

*(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

<sup>1</sup> If paragraph 21 of the SFC Code applies to this issuance, the parties should consider preparing and circulating the Preliminary Pricing Supplement to investors prior to pricing or including the same in a BBG announcement to investors.

8. Maturity Date: [Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]]<sup>1</sup>
9. Interest Basis: [[ ] per cent. Fixed Rate]  
 [[EURIBOR/HIBOR/CNH HIBOR/Compounded Daily SOFR/Compounded Index SOFR//SORA-OIS/Compounded Daily SORA/TONA] +/- [●] per cent. Floating Rate]  
 [Zero Coupon]  
 [Index Linked Interest]  
 [Dual Currency Interest]  
 [*specify other*]  
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]  
 [Index Linked Redemption]  
 [Dual Currency Redemption]  
 [Partly Paid]  
 [Instalment]  
 [*specify other*]
11. Change of Interest Basis or Redemption/Payment Basis: [*Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis*]
12. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [Minimal Outstanding Amount Redemption Option]  
 [(further particulars specified below)]
13. (a) Status of the Notes: [Senior]  
 (b) Status of the Guarantee: [Senior/Not applicable]  
 (c) [Date [Board] approval for issuance of Notes [and Guarantee] obtained: [ ] [and [ ]], respectively]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)*
14. Listing: [SGX-ST/(specify)/None]
15. Method of distribution: [Syndicated/Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. Fixed Rate Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/other (specify)] in arrear]  
*(If payable other than annually, consider amending [Condition 5])*

<sup>1</sup> Note that for Hong Kong dollar and Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here.

- (b) Interest Payment Date(s): [[ ] in each year up to and including the Maturity Date]/[specify other]<sup>1</sup>  
*(N.B. This will need to be amended in the case of long or short coupons)*
- (c) Fixed Coupon Amount(s): [ ] per Calculation Amount<sup>2</sup>  
(Applicable to Notes in definitive form.)
- (d) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]  
(Applicable to Notes in definitive form.)
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or Actual/365 (Fixed) or [specify other]]
- (f) Determination Date(s): [ ] in each year  
*(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*  
  
*N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration*  
  
*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]
17. Floating Rate Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/ Specified Interest Payment Dates: [ ]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]

<sup>1</sup> Note that for certain Hong Kong dollar and Renminbi denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, Business Day means a day on which commercial banks and foreign exchange markets settle payments [in Renminbi] and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Hong Kong and [●]".

<sup>2</sup> For Hong Kong dollar and Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following wording may be appropriate: "Each Fixed Coupon Amount shall be calculated by applying the Rate of Interest to each Calculation Amount, multiplying such sum by the actual number of days in the Fixed Interest Period divided by 365 and rounding the resultant figure to the nearest [HK\$/CNY]0.01, [HK\$/CNY] being rounded upwards."

- (c) Additional Business Centre(s): [       ]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/  
*specify other*]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [       ]
- (f) Screen Rate Determination:
- Reference Rate: [       ]  
  
*(Either EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA, TONA or other, although additional information is required if other – including fallback provisions in the Agency Agreement)*
  - Interest Determination Date(s): [       ]  
  
*(First day of each Interest Period if Singapore dollar or Hong Kong dollar or CNH HIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or second business day prior to start of interest period if SORA-OIS)*  
  
[The [U.S. Government Securities Business Day/ Singapore Business Day/Tokyo Business Day [immediately following/falling [●] after] the end of [each Observation Period/the Cut-off Date]].] *(Only applicable where the Reference Rate is Compounded Daily SOFR, Compounded Daily SORA or TONA. Note that Interest Determination Date should fall at least 5 Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent)*
  - Relevant Screen Page: [       ]  
  
*(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
  - Observation Method: [Lockout/Lookback/Backward Shifted Observation Period]
  - “p”: [●]  
  
*(Only applicable where the Reference Rate is Compounded Daily SOFR, Compounded Daily SORA or TONA. Note that Interest Determination Date should fall at least 5 Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent)*

- Reference Banks: [       ]
- (g) ISDA Determination: [Applicable/Not Applicable]
- (If not applicable, delete the remaining items of this subparagraph)*
- [(If applicable, and “2021 ISDA Definitions” is selected below, note that “Administrator/Benchmark Event”, “Generic Fallbacks” and “Calculation Agent Alternative Rate Determination” are not workable in a notes context. Amendments will therefore need to be made to the Conditions which will require a [PR/UK PR] drawdown prospectus for the issue)]*
- ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]
  - Floating Rate Option: [       ]
- (If “2021 ISDA Definitions” is selected, ensure that this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))*
- Designated Maturity: [       ]/[Not Applicable]
- (A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)*
- Reset Date: [       ]
- (In the case of a EURIBOR based option, the first day of the Interest Period)*
- Compounding: [Applicable/Not Applicable]
- (If not applicable, delete the remaining items of this subparagraph)*
- Compounding Method: [Compounding with Lookback
- Compounding with Lookback Period: [[●] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]
- [Compounding with Observation Period Shift
- Compounding with Observation Shift Period: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
- Set-in-Advance: [Applicable/Not Applicable]]
- [Compounding with Lockout
- Compounding with Lockout Period: [[●] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]

- Averaging: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining items of this subparagraph)*
- Averaging Method: [Averaging with Lookback  
Lookback: [[●] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
[Averaging with Observation Period Shift  
Observation Period Shift: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
Observation Period Shift Additional Business Days: [●]/[Not Applicable]]  
[Averaging with Lockout  
Lockout: [[●] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
Lockout Period Business Days: [●]/[Applicable Business Days]]
- Index Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining items of this subparagraph)*
- Index Method: Compounded Index Method with Observation Period Shift  
Observation Period Shift: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
- (h) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (i) Margin(s): [+/-][ ] per cent. per annum
- (j) Minimum Rate of Interest: [ ] per cent. per annum
- (k) Maximum Rate of Interest: [ ] per cent. per annum

- (l) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)  
Other]  
(See [Condition 5.2] for alternatives)
- (m) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [Benchmark Discontinuation (General) (Condition 5.2(h)(i))/Benchmark Discontinuation (ARRC) (Condition 5.2(h)(ii))/Benchmark Discontinuation (SORA) (Condition 5.2(h)(iii))/Not Applicable/specify others if different from those set out in the Conditions]  
  
(If any changes to the Margin, Minimum Rate of Interest or Maximum Rate of Interest are expected, consider if amendments to Benchmark Discontinuation (General) (Condition 5.2(h)(i))/Benchmark Discontinuation (ARRC) (Condition 5.2(h)(ii))/Benchmark Discontinuation (SORA) (Condition 5.2(h)(iii)) are needed to reflect different margin(s), minimum rate(s) of interest or maximum rate(s) of interest applicable for the relevant Interest Period)
18. Zero Coupon Note Provisions [Applicable/Not Applicable]  
  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: [ ] per cent. per annum
- (b) Reference Price: [ ]
- (c) Any other formula/basis of determining amount payable: [ ]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7.7(c) and 7.12 apply/specify other]  
  
(Consider applicable day count fraction if not U.S. dollar denominated)
19. Index Linked Interest Note Provisions [Applicable/Not Applicable]  
  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent: [give name]

- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Calculation Agent): [       ]
- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
- (e) Specified Period(s)/ Specified Interest Payment Dates: [       ]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ specify other]
- (g) Additional Business Centre(s): [       ]
- (h) Minimum Rate of Interest: [       ] per cent. per annum
- (i) Maximum Rate of Interest: [       ] per cent. per annum
- (j) Day Count Fraction: [       ]
20. Dual Currency Interest Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Principal Paying Agent): [       ]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
- (d) Person at whose option Specified Currency(ies) is/ are payable: [       ]

## PROVISIONS RELATING TO REDEMPTION

21. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [       ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[       ] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [       ] per Calculation Amount
- (ii) Maximum Redemption Amount: [       ] per Calculation Amount
- (d) Notice period (if other than as set out in the Conditions): [       ]  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the relevant Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which have minimum notice period requirements for a call)<sup>1</sup> and custodians, as well as any other notice requirements which may apply, for example, as between the relevant Issuer and the Principal Paying Agent or Trustee)*
22. Investor Put: [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [       ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[       ] per Calculation Amount/specify other/see Appendix]

<sup>1</sup> If Notes are being cleared through Euroclear or Clearstream, Euroclear or Clearstream will require a minimum of 5 clearing system business days for a call.

- (c) Notice period (if other than [ ] as set out in the Conditions):

*(N.B. If setting notice periods which are different to those provided in the Conditions, the relevant Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which have minimum notice period requirements for a put)<sup>1</sup> and custodians, as well as any other notice requirements which may apply, for example, as between the relevant Issuer and the Principal Paying Agent or Trustee)*

23. Minimal Outstanding Amount Redemption Option: [Applicable/Not Applicable]
24. Final Redemption Amount: [[ ] per Calculation Amount/specify other/see Appendix]
25. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7.7): [[ ] per Calculation Amount/specify other/see Appendix]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: [Bearer Notes:]
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes only upon an Exchange Event]
- [Registered Notes:
- Regulation S Registered Global Note ([U.S.\$][ ] nominal amount) registered in the name of a nominee for a common depositary for Euroclear and Clearstream]
- (Specified Denomination construction substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)*
27. Governing Law of the Notes: [English/Singapore] Law

<sup>1</sup> If Notes are being cleared through Euroclear or Clearstream, Euroclear or Clearstream will require a minimum of 15 clearing system business days for a put.

28. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 17(c) and 19(g) relate)*
29. Offshore Renminbi Centre(s): [Hong Kong] [/and] Singapore/other relevant jurisdiction where clearing bank agreements have been established [and a reference to the Offshore Renminbi Centre shall mean[, other than for the purpose of Condition 6.6(b) of the Notes,] a reference to [any] of them]  
*(N.B this paragraph relates to Conditions 6.1(c), 6.4 and 6.6(b) of the Notes and consideration should be given as to whether the relevant clearing system and the clearing bank agreements have appropriate mechanisms/procedures in place to deal with payments in the relevant offshore Renminbi centres.)*
30. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. If yes, give details] [Not Applicable]
31. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the relevant Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]
32. Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable/give details]
- (b) Instalment Date(s): [Not Applicable/give details]
33. Consolidation provisions: Consolidation [not] applicable  
*[(If Consolidation is applicable, specify the applicable provisions)]*
34. Other terms or special conditions: [Not Applicable/give details]

## **DISTRIBUTION**

35. (a) If syndicated, names of Managers: [Not Applicable/give names]
- (b) Date of Subscription Agreement: [       ]

- (c) Stabilising Manager(s) (if any): [Not Applicable/give name]
36. If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
37. U.S. Selling Restrictions: [Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]
38. Additional selling restrictions: [Not Applicable/give details]
39. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
40. Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*

## OPERATIONAL INFORMATION

41. ISIN Code: [      ]
42. Common Code: [      ]  
*(Insert here any other relevant codes)*
43. Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream: [CDP/Give name(s) and number(s)]
44. Delivery: Delivery [against/free of] payment
45. Names and addresses of additional Paying Agent(s) (if any): [      ]
46. Registrar: [      ] *(include in respect of Registered Notes only)*
47. Ratings: [The Notes to be issued will not be rated/The Notes to be issued have been rated:]  
 [S&P: [      ]]  
 [Fitch: [      ]]  
 [[Other: [      ]]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

48. [Contact email addresses of the Overall Coordinators where the underlying investor information should be sent: [Give details]]<sup>1</sup>

## LISTING APPLICATION

This Pricing Supplement comprises the final terms required for issue and admission to trading on [the Singapore Exchange Securities Trading Limited] of the Notes described herein pursuant to the S\$5,000,000,000 Euro Medium Term Securities Programme of DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust), MPACT Treasury Company Pte. Ltd., Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. and Mapletree North Asia Commercial Treasury Company (HKSAR) Limited.

## RESPONSIBILITY

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

Signed on behalf of **DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MAPLETREE PAN ASIA COMMERCIAL TRUST)/ MPACT TREASURY COMPANY PTE. LTD./ MAPLETREE NORTH ASIA COMMERCIAL TRUST TREASURY COMPANY (S) PTE. LTD./ MAPLETREE NORTH ASIA COMMERCIAL TREASURY COMPANY (HKSAR) LIMITED/ [NAME OF NEW ISSUER]:**

By: \_\_\_\_\_  
*Duly authorised*

Signed on behalf of **DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MAPLETREE PAN ASIA COMMERCIAL TRUST):**

By: \_\_\_\_\_  
*Duly authorised*<sup>2</sup>

<sup>1</sup> If paragraph 21 of the SFC Code applies to this issuance, the parties should consider preparing and circulating the Preliminary Pricing Supplement to investors prior to pricing or including the same in a BBG announcement to investors.

<sup>2</sup> Applicable in the case of Guaranteed Securities.

## APPLICABLE PRICING SUPPLEMENT FOR PERPETUAL SECURITIES

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Perpetual Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Perpetual Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Perpetual Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Perpetual Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II product governance/target market** – *[appropriate target market legend to be included]*]

**[UK MiFIR product governance/target market** – *[appropriate target market legend to be included]*]

**[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the SFA)** – *to insert notice if classification of the Perpetual Securities is not “prescribed capital markets products”, pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]*<sup>1</sup>

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

[Date]

<sup>1</sup> Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the relevant Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF  
MAPLETREE PAN ASIA COMMERCIAL TRUST)/  
MPACT TREASURY COMPANY PTE. LTD./  
MAPLETREE NORTH ASIA COMMERCIAL TRUST  
TREASURY COMPANY (S) PTE. LTD./  
MAPLETREE NORTH ASIA COMMERCIAL  
TREASURY COMPANY (HKSAR) LIMITED/  
[NAME OF NEW ISSUER]]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Perpetual Securities]  
[Guaranteed by DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF  
MAPLETREE PAN ASIA COMMERCIAL TRUST )]<sup>1</sup>  
under the S\$5,000,000,000  
Euro Medium Term Securities Programme

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [date]. This document constitutes the Pricing Supplement of the Perpetual Securities described herein and must be read in conjunction with the Offering Circular. Full information on the Issuer[, the Guarantor] and the offer of the Perpetual Securities is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Perpetual Securities (the **Conditions**) set forth in the Offering Circular dated [original date]. This document is the Pricing Supplement for the Perpetual Securities described herein and must be read in conjunction with the Offering Circular dated [current date], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto. Full information on the Issuer[, the Guarantor] and the offer of the Perpetual Securities is only available on the basis of the combination of this Pricing Supplement and the Offering Circulars dated [current date] and [original date].]

*[The following language applies where an advance tax ruling will be requested from the Inland Revenue Authority of Singapore:]*

An advance tax ruling will be requested from the Inland Revenue Authority of Singapore (**IRAS**) to confirm, among other things, whether IRAS would regard the Perpetual Securities as “debt securities” for the purposes of the Income Tax Act 1947 of Singapore (the **ITA**) and the distributions (including any [Optional Distributions, Arrears of Distribution and any Additional Distribution Amounts]) made in respect of the Perpetual Securities as interest payable on indebtedness such that holders of the Perpetual Securities may enjoy the tax concessions and exemptions available for “qualifying debt securities” under the qualifying debt securities scheme, as set out in the section entitled “*Taxation – Singapore Taxation*” of the Offering Circular provided that the relevant conditions are met.

There is no guarantee that a favourable ruling will be obtained from IRAS. In addition, no assurance is given that the Issuer can provide all information or documents requested by IRAS for the purpose of the ruling request, and a ruling may not therefore be issued.

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<sup>1</sup> Applicable in the case of Guaranteed Securities

If the Perpetual Securities are not regarded as “debt securities” for the purposes of the ITA, or the distributions (including any [Optional Distributions, Arrears of Distribution and any Additional Distribution Amounts]) made in respect of the Perpetual Securities are not regarded as interest payable on indebtedness, or the required conditions under the qualifying debt securities scheme cease to be fulfilled and/or holders thereof are not eligible for the tax exemptions or tax concessions under the qualifying debt securities scheme, the Singapore tax treatment to holders of the Perpetual Securities may differ from that set out in the section entitled “*Taxation – Singapore Taxation*” of the Offering Circular.

*No assurance, warranty or guarantee is given on the tax treatment to holders of the Perpetual Securities in respect of the distributions payable to them (including any [Optional Distributions, Arrears of Distribution and any Additional Distribution Amounts]). Investors should therefore consult their own accounting and tax advisers regarding the tax consequences of their acquisition, holding and disposal of the Perpetual Securities.]*

*[The following language applies if the Perpetual Securities are intended to be Qualifying Debt Securities for the purposes of the Income Tax Act 1947 of Singapore:*

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 1947 of Singapore (the **ITA**)/ITA], 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 ITA.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]*

1. (a) Issuer: [DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)/MPACT Trust Treasury Company Pte. Ltd./Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd./Mapletree North Asia Commercial Treasury Company (HKSAR) Limited/*name of New Issuer*]
- (b) Guarantor: [DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)/Not Applicable]
- (c) Legal Entity Identifier of [Mapletree Pan Asia Commercial Trust/MPACT Treasury Company Pte. Ltd./Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd./Mapletree North Asia Commercial Treasury Company (HKSAR) Limited/*[Name of New Issuer]*]: 549300BF18K4IC5LZ208/  
549300EUSACSTG0HDI86/  
549300W4SJMO3XNUN253/  
5493000V72FVUYARQH97/  
[●]

2. (a) Series Number: [       ]
- (b) Tranche Number: [       ]
- (If fungible with an existing Series, details of that Series, including the date on which the Perpetual Securities become fungible)*
- (c) Date on which the Perpetual Securities will be consolidated and form a single Series: The Perpetual Securities will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Perpetual Securities for interests in the Permanent Global Perpetual Securities, as referred to in paragraph [●] below, which is expected to occur on or about *[date]*] [Not Applicable]
3. Specified Currency or Currencies: [       ]
4. Aggregate Nominal Amount:
- (a) Series: [       ]
- (b) Tranche: [       ]
5. (a) Issue Price: [       ] *per cent. of the Aggregate Nominal Amount [plus accrued distributions from *[insert date]* (if applicable)]*
- (b) [Private banking rebates: [Yes/Not Applicable] *[insert figures or estimates]*
- [To be inserted if a PB rebate is paid:*
- “A rebate of [●] basis points is being offered by the Issuer to all private banks for orders they place (other than in relation to Perpetual Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Perpetual Securities distributed by such private banks to investors.”<sup>1</sup>*
6. (a) Specified Denominations: [       ]
- (N.B. In the case of Registered Perpetual Securities s, this means the minimum integral amount in which transfers can be made)*
- (Note – in the case of Bearer Perpetual Securities, where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*
- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Perpetual Securities in definitive form will be issued with a denomination above [€199,000].”*

<sup>1</sup> If paragraph 21 of the SFC Code applies to this issuance, the parties should consider preparing and circulating the Preliminary Pricing Supplement to investors prior to pricing or including the same in a BBG announcement to investors.

- (b) Calculation Amount: [       ]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (a) Issue Date: [       ]
- (b) Distribution Commencement Date: [specify/Issue Date/Not Applicable]
- (N.B. A Distribution Commencement Date will not be relevant for certain Perpetual Securities, for example Zero Coupon Perpetual Securities.)*
8. Distributions:
- (i) Distribution Rate: [[       ] per cent. Fixed Rate]  
 [[EURIBOR/HIBOR/CNH HIBOR/Compounded Daily  
 SOFR/Compounded Index SOFR/SORA-OIS/  
 Compounded Daily SORA/TONA] +/- [●] per cent.  
 Floating Rate]  
 [Zero Coupon]  
 [Index Linked Distribution]  
 [Dual Currency Distribution]  
*[specify other]*  
*(further particulars specified below)*
- (ii) Distribution Deferral: [Applicable/Not Applicable]
- (iii) Cumulative Deferral: [Applicable/Not Applicable]
- (iv) Non-Cumulative Deferral: [Applicable/Not Applicable]
- (v) Additional Distribution: [Applicable/Not Applicable]
- (vi) Dividend Pusher: [Applicable/Not Applicable]
- [Dividend Pusher periods] (N.B. If Dividend Pusher is applicable, to specify the period(s) during which a Compulsory Distribution Payment Event must not occur in order for the relevant Issuer to defer any distribution.)*
- [specify any other Compulsory Distribution Payment Events]*
- (vii) Dividend Stopper: [Applicable/Not Applicable]
9. Redemption/Payment Basis: [Redemption for Taxation Reasons]  
 [Redemption for Accounting Reasons]  
 [Redemption at the Option of the Issuer]  
 [Redemption Upon a Ratings Event]  
 [Redemption for Tax Deductibility Event]  
 [Redemption Upon a Regulatory Event]  
 [Redemption Upon a Change of Control Event  
*(N.B. Include definition of Change of Control)]*  
 [Minimum Outstanding Amount Redemption Option]

10. Early Redemption Amount(s) [ ] per Calculation Amount payable on redemption and/or the method of calculating the same:
11. Change of Redemption/Payment Basis: *[Specify details of any provision for convertibility of Perpetual Securities into another interest or redemption/ payment basis]*
12. (a) Status of the Perpetual Securities: [Senior/Subordinated]
- (b) Status of the Guarantee: [Senior/Subordinated/Not applicable]
- (c) [Date [Board] approval for issuance of Perpetual Securities [and Guarantee] obtained: [ ] [and [ ]], respectively]] *(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Perpetual Securities or related Guarantee)*
13. Listing: [SGX-ST/(specify)/None]
14. Method of distribution: [Syndicated/Non-syndicated]

#### PROVISIONS RELATING TO DISTRIBUTIONS (IF ANY) PAYABLE

15. Fixed Rate Perpetual Security Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Distribution Rate: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/other (specify)]] in arrear
- (If payable other than annually, consider amending Condition 4)*
- (b) Distribution Payment Date(s): [[ ] in each year]/[specify other]<sup>1</sup>
- (N.B. This will need to be amended in the case of long or short coupons)*
- (c) Fixed Coupon Amount(s): [ ] per Calculation Amount<sup>2</sup>  
*(Applicable to Perpetual Securities in definitive form.)*

<sup>1</sup> Note that for certain Hong Kong dollar and Renminbi denominated Fixed Rate Perpetual Securities the Distribution Payment Dates are subject to modification and the following words should be added: "provided that if any Distribution Payment Date falls on a day which is not a Business Day, the Distribution Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Distribution Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, Business Day means a day on which commercial banks and foreign exchange markets settle payments [in Renminbi] and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Hong Kong and [●]".

<sup>2</sup> For Hong Kong dollar and Renminbi denominated Fixed Rate Perpetual Securities where the Distribution Payment Dates are subject to modification the following wording may be appropriate: "Each Fixed Coupon Amount shall be calculated by applying the Rate of Distribution to each Calculation Amount, multiplying such sum by the actual number of days in the Fixed Distribution Period divided by 365 and rounding the resultant figure to the nearest [HK\$/CNY]0.01, [HK\$/CNY] being rounded upwards."

- (d) Broken Amount(s): [ ] per Calculation Amount, payable on the Distribution Payment Date falling [in/on] [ ]  
(Applicable to Perpetual Securities in definitive form.)
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or [specify other]]
- (f) Determination Date(s): [ ] in each year  
*(Insert regular distribution payment dates, ignoring issue date in the case of a long or short first or last coupon N.B. This will need to be amended in the case of regular distribution payment dates which are not of equal duration N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (g) Other terms relating to the method of calculating interest for Fixed Rate Perpetual Securities: [None/Give details]
16. Floating Rate Perpetual Security Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Distribution Period(s): [ ]
- (b) Specified Distribution Payment Dates: [ ]
- (c) Specified Period(s): [Not Applicable/Specify period after the preceding Distribution Payment Date which the next Distribution Payment Date falls]
- (d) Distribution Period Date:
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]
- (f) Additional Business Centre(s): [ ]
- (g) Manner in which the Distribution Rate(s) is/are to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- (h) Party responsible for calculating the Distribution Rate(s) and Distribution Amount(s) (if not the Principal Paying Agent): [ ]
- (i) Screen Rate Determination:
- Reference Rate: [ ]

- (Either EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA, TONA or other, although additional information is required if other – including fallback provisions in the Agency Agreement)
- Distribution Determination Date(s): [      ]  
 (First day of each Distribution Period if Singapore dollar or Hong Kong dollar or CNH HIBOR and the second day on which the TARGET2 System is open prior to the start of each Distribution if EURIBOR or second business day prior to start of each Distribution Period if SORA-OIS)  
  
 [The [U.S. Government Securities Business Day/ Singapore Business Day/Tokyo Business Day [immediately following/falling [●] after] the end of [each Observation Period/the Cut-off Date]].] (Only applicable where the Reference Rate is Compounded Daily SOFR, Compounded Daily SORA or TONA. Note that Distribution Determination Date should fall at least 5 Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)
  - Relevant Screen Page: [      ]  
 (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
  - Observation Method: [Lockout/Lookback/Backward Shifted Observation Period]
  - “p”: [      ]  
 (Only applicable where the Reference Rate is Compounded Daily SOFR, Compounded Daily SORA or TONA. Note that Distribution Determination Date should fall at least 5 Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)
  - Reference Banks: [      ]
  - (j) ISDA Determination: [Applicable/Not Applicable]  
 (If not applicable, delete the remaining items of this subparagraph)  
  
 [(If applicable, and “2021 ISDA Definitions” is selected below, note that “Administrator/Benchmark Event”, “Generic Fallbacks” and “Calculation Agent Alternative Rate Determination” are not workable in a perpetual securities context. Amendments will therefore need to be made to the Conditions which will require a [PR/UK PR] drawdown prospectus for the issue)]
  - ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]

- Floating Rate Option: [       ]  
*(If “2021 ISDA Definitions” is selected, ensure that this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))*
- Designated Maturity: [       ]/[Not Applicable]  
*(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)*
- Reset Date: [       ]  
*(In the case of a EURIBOR based option, the first day of the Distribution Period)*
- Compounding: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining items of this subparagraph)*
- Compounding Method: [Compounding with Lookback  
  
Compounding with Lookback Period: [[●] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]  
  
[Compounding with Observation Period Shift  
  
Compounding with Observation Shift Period: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
  
Set-in-Advance: [Applicable/Not Applicable]]  
  
[Compounding with Lockout  
  
Compounding with Lockout Period: [[●] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]
- Averaging: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining items of this subparagraph)*
- Averaging Method: [Averaging with Lookback  
  
Lookback: [[●] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]  
  
[Averaging with Observation Period Shift  
  
Observation Period Shift: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]

- Observation Period Shift Additional Business Days:  
[●]/[Not Applicable]]
- [Averaging with Lockout
- Lockout: [[●] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
- Lockout Period Business Days: [●]/[Applicable Business Days]]
- Index Provisions: [Applicable/Not Applicable]  
  
(If not applicable, delete the remaining items of this subparagraph)
  - Index Method: Compounded Index Method with Observation Period Shift  
  
Observation Period Shift: [[●] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]  
  
Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
- (k) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
- (l) Margin(s): [+/-] [       ] per cent. per annum
- (m) Minimum Rate of Distribution: [       ] per cent. per annum
- (n) Maximum Rate of Distribution: [       ] per cent. per annum
- (o) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)  
Other]  
(See Condition 4.2 for alternatives)
- (p) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Perpetual Securities, if different from those set out in the Conditions: [See paragraph 17/Not Applicable/specify others if different from those set out in the Conditions]

17. Benchmark Replacement [Benchmark Discontinuation (General) (Condition 4.2(h)(i))/Benchmark Discontinuation (ARRC) (Condition 4.2(h)(ii))/Benchmark Discontinuation (SORA) (Condition 4.2(h)(iii))]
- (If any changes to the Margin, Minimum Rate of Distribution or Maximum Rate of Distribution are expected, consider if amendments to Benchmark Discontinuation (General) (Condition 4.2(h)(i))/Benchmark Discontinuation (ARRC) (Condition 4.2(h)(ii))/Benchmark Discontinuation (SORA) (Condition 4.2(h)(iii)) are needed to reflect different margin(s), minimum rate(s) of distribution or maximum rate(s) of distribution applicable for the relevant Distribution Period)*
18. Index Linked Distribution Perpetual Security Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent: [give name]
- (c) Party responsible for calculating the Rate of Distribution (if not the Calculation Agent) and Distribution Amount (if not the Calculation Agent): [ ]
- (d) Provisions for determining Rate of Distribution and Distribution Amount where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (e) Distribution Period(s): [ ]
- (f) Specified Distribution Payment Dates: [ ]
- (g) Specified Period(s): [Not Applicable/Specify period after the preceding Distribution Payment Date which the next Distribution Payment Date falls]
- (h) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (i) Additional Business Centre(s): [ ]
- (j) Minimum Rate of Distribution: [ ] per cent. per annum

- (k) Maximum Rate of Distribution: [ ] per cent. per annum
- (l) Day Count Fraction: [ ]
19. Dual Currency Distribution Perpetual Security Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the Distribution Rate(s) and Distribution Amount(s) (if not the Principal Paying Agent): [ ]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Person at whose option Specified Currency(ies) is/are payable: [ ]

#### PROVISIONS RELATING TO REDEMPTION

20. Redemption for Accounting Reasons: [Applicable/Not Applicable]
21. Redemption at the Option of the Issuer: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [ ] per Calculation Amount
- (ii) Maximum Redemption Amount: [ ] per Calculation Amount

- (d) Notice period (if other than as set out in the Conditions): [       ]  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the relevant Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which have minimum notice period requirements for a call)<sup>1</sup> and custodians, as well as any other notice requirements which may apply, for example, as between the relevant Issuer and the Principal Paying Agent or Trustee)*
22. Redemption Upon a Ratings Event: [Applicable/Not Applicable]
- (a) Rating Agency(ies): [       ]
23. Redemption for Tax Deductibility Event: [Applicable/Not Applicable]
24. Redemption Upon a Regulatory Event: [Applicable/Not Applicable]
25. Redemption Upon a Change of Control: [Applicable/Not Applicable]  
**[Change of Control means [       ]]**
26. Minimal Outstanding Amount Redemption Option [Applicable/Not Applicable]

#### GENERAL PROVISIONS APPLICABLE TO THE PERPETUAL SECURITIES

27. Form of Perpetual Securities: [Bearer Perpetual Securities:]
- [Temporary Global Perpetual Security exchangeable for a Permanent Global Perpetual Security which is exchangeable for Definitive Perpetual Securities only upon an Exchange Event]
- [Temporary Global Perpetual Security exchangeable for Definitive Perpetual Securities on and after the Exchange Date]
- [Permanent Global Perpetual Security exchangeable for Definitive Perpetual Securities only upon an Exchange Event]
- [Registered Perpetual Securities:
- Regulation S Registered Global Perpetual Security ([U.S.\$] [       ] nominal amount) registered in the name of a nominee for a common depositary for Euroclear and Clearstream/CDP]
- (Specified Denomination construction substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." is not permitted in relation to any issue of Perpetual Securities which is to be represented on issue by a Temporary Global Perpetual Security exchangeable for Definitive Perpetual Securities.)*

<sup>1</sup> If Notes are being cleared through Euroclear or Clearstream, Euroclear or Clearstream will require a minimum of 5 clearing system business days for a call.

28. Governing Law of Perpetual Securities: [English/Singapore] Law
- [In relation to Subordinated Perpetual Securities governed by English law, Condition[s] [3(b)][3(b)(i) to 3(b)(iii) and 3(b)(iv) to 3(b)(vi)] of the Subordinated Perpetual Securities will be governed by, and shall be construed in accordance with, [Hong Kong law and] [Singapore law[, respectively].]
29. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]
- (Note that this paragraph relates to the place of payment and not Distribution Period end dates to which sub-paragraphs 20(f) and 21(i) relate)*
30. Offshore Renminbi Centre(s): [Hong Kong][/and] Singapore/other relevant jurisdiction where clearing bank agreements have been established] [and a reference to the Offshore Renminbi Centre shall mean[, other than for the purpose of Condition 6.6(b) of the Perpetual Securities,] a reference to [any] of them]
- (N.B this paragraph relates to Conditions 6.1(c), 6.4 and 6.6(b) of the Perpetual Securities and consideration should be given as to whether the relevant clearing system and the clearing bank agreements have appropriate mechanisms/procedures in place to deal with payments in the relevant offshore Renminbi centres.)*
31. Talons for future Coupons to be attached to Definitive Perpetual Securities (and dates on which such Talons mature): [Yes. If yes, give details] [Not Applicable]
32. Details relating to Partly Paid Perpetual Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the relevant Issuer to forfeit the Perpetual Securities and interest due on late payment: [Not Applicable/give details.
- N.B. a new form of Temporary Global Perpetual Security and/or Permanent Global Perpetual Security may be required for Partly Paid issues]*
33. Consolidation provisions: Consolidation [not] applicable
- [(If Consolidation is applicable, specify the applicable provisions)]*
34. Parity Obligations: [Insert definition]
35. Junior Obligations: [Insert definition]
36. Other terms: [Not Applicable/give details]

## DISTRIBUTION

37. (a) If syndicated, names of Managers: [Not Applicable/*give names*]
- (b) Date of Subscription Agreement: [       ]
- (c) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
38. If non-syndicated, name of relevant Dealer: [Not Applicable/*give name*]
39. U.S. Selling Restrictions: [Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]
40. Additional selling restrictions: [Not Applicable/*give details*]
41. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (If the Perpetual Securities clearly do not constitute “packaged” products or the Perpetual Securities do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Perpetual Securities may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
42. Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]
- (If the Perpetual Securities clearly do not constitute “packaged” products or the Perpetual Securities do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Perpetual Securities may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*

## OPERATIONAL INFORMATION

43. ISIN Code: [       ]
44. Common Code: [       ]
- (Insert here any other relevant codes)*
45. Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream: [CDP/*Give name(s) and number(s)*]
46. Delivery: Delivery [against/free of] payment
47. Names and addresses of additional Paying Agent(s) (if any): [       ]
48. Registrar: [       ] *(include in respect of Registered Perpetual Securities only)*

49. Ratings: [The Perpetual Securities to be issued will not be rated/The Perpetual Securities to be issued have been rated:]

[S&P: [        ]]

[Fitch: [        ]]

[[Other: [        ]]

*(The above disclosure should reflect the rating allocated to Perpetual Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

50. [Contact email addresses of the Overall Coordinators where the underlying investor information should be sent: [Give details]]<sup>1</sup>

## LISTING APPLICATION

This Pricing Supplement comprises the final terms required for issue and admission to trading on [the Singapore Exchange Securities Trading Limited] of the Perpetual Securities described herein pursuant to the S\$5,000,000,000 Euro Medium Term Securities Programme of DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust), MPACT Treasury Company Pte. Ltd., Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. and Mapletree North Asia Commercial Treasury Company (HKSAR) Limited.

## RESPONSIBILITY

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

Signed on behalf of [DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MAPLETREE PAN ASIA COMMERCIAL TRUST)/ MPACT TREASURY COMPANY PTE. LTD./ MAPLETREE NORTH ASIA COMMERCIAL TRUST TREASURY COMPANY (S) PTE. LTD./ MAPLETREE NORTH ASIA COMMERCIAL TREASURY COMPANY (HKSAR) LIMITED/ [NAME OF NEW ISSUER]]:

By: \_\_\_\_\_  
Duly authorised

[Signed on behalf of DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MAPLETREE PAN ASIA COMMERCIAL TRUST):

By: \_\_\_\_\_  
Duly authorised<sup>2</sup>

<sup>1</sup> If paragraph 21 of the SFC Code applies to this issuance, the parties should consider preparing and circulating the Preliminary Pricing Supplement to investors prior to pricing or including the same in a BBG announcement to investors.

<sup>2</sup> Applicable in the case of Guaranteed Securities.

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below), each Definitive Bearer Note (as defined below) and each Definitive Registered Note (as defined below), but, in the case of Definitive Bearer Notes and Definitive Registered Notes, only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer, the Guarantor and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Bearer Note or Definitive Registered Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Applicable Pricing Supplement for Notes” for a description of the content of Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by MPACT Treasury Company Pte. Ltd. (**MPACT TCo**), Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. (**MPACT Spore-TCo**) or Mapletree North Asia Commercial Treasury Company (HK SAR) Limited (**MPACT HK-TCo**), any additional issuer which has acceded to the Programme by executing an issuer letter of accession, and a supplemental English law trust deed, a supplemental Singapore law trust deed and a supplemental agency agreement in accordance with the terms of the English law Trust Deed (as defined below), the Singapore law Trust Deed (as defined below) and Agency Agreement (as defined below) (each a **New Issuer**), or DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust (**MPACT**)) (**MPACT Trustee** and, together with MPACT TCo, MPACT HK-TCo and MPACT Spore-TCo and each New Issuer, the **Issuers** and each an **Issuer**) (as specified in the applicable Pricing Supplement) constituted by a **Trust Deed**, which expression in these Terms and Conditions shall mean:

- (a) if the Notes are specified to be governed by English law in the applicable Pricing Supplement, the English law Trust Deed dated 27 September 2022 (the **English law Trust Deed**) made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (in its capacity as an Issuer and, in its capacity as a guarantor of the Notes issued by MPACT TCo, MPACT Spore-TCo and MPACT HK-TCo (in such capacity, the **Guarantor**)) and HSBC Institutional Trust Services (Singapore) Limited (the **Trustee**, which expression shall include any successor as Trustee) and as further modified and/or supplemented and/or restated from time to time; or
- (b) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, a Singapore law Trust Deed dated 27 September 2022 (the **Singapore law Trust Deed**) made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (both in its capacity as an Issuer and the Guarantor) and the Trustee, which incorporates the provisions of the English law Trust Deed (subject to certain modifications and amendments required under Singapore law), and as further modified and/or supplemented and/or restated from time to time.

The English law Trust Deed and the Singapore law Trust Deed contain provisions for New Issuers to accede to the English law Trust Deed and the Singapore law Trust Deed, respectively, in order to become an Issuer.

These Terms and Conditions (the **Conditions**) include summaries of, and are subject to, the detailed provisions of the Trust Deed.

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

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note in bearer form (each a **Bearer Global Note**);
- (c) any Global Note in registered form (each a **Registered Global Note**);
- (d) any definitive Notes in bearer form (**Definitive Bearer Notes** and, together with Bearer Global Notes, the **Bearer Notes**) issued in exchange for a Global Note in bearer form; and
- (e) any definitive Notes in registered form (**Definitive Registered Notes** and, together with Registered Global Notes, the **Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of the Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 27 September 2022 and made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (both in its capacity as an Issuer and the Guarantor), the Trustee, The Hongkong and Shanghai Banking Corporation Limited as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), The Hongkong and Shanghai Banking Corporation Limited as registrar (the **Registrar**, which expression shall include any successor registrar) and transfer agent and the other transfer agents named therein (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agents) and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as agent in Singapore solely for the purposes of and in connection with Notes cleared or to be cleared through The Central Depository (Pte) Limited (**CDP**) (the **CDP Paying Agent**, which expression shall include any successor agent in Singapore). The Agency Agreement contains provisions for New Issuers to accede to the Agency Agreement in order to become an Issuer. The Principal Paying Agent, Paying Agents, Registrar, Transfer Agents, CDP Paying Agent and calculation agent(s) for the time being (if any) are being together referred to as the **Agents**.

For the purposes of these Terms and Conditions (the **Conditions**), all references:

- (i) to the “**Principal Paying Agent**” shall, with respect to a Series of Notes to be held in the computerised system operated by CDP, be deemed to be a reference to the CDP Paying Agent; and
- (ii) to the “**Issuer**” shall be to the relevant Issuer of the Notes as specified in the applicable Pricing Supplement,

and all such references shall be construed accordingly.

Interest bearing Definitive Bearer Notes have interest coupons (**Coupons**) and, if indicated in the applicable Pricing Supplement, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes and Registered Notes do not have Receipts, Coupons or Talons attached on issue.

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

The Trustee acts for the benefit of the holders for the time being of the Notes (the **Noteholders** or **holders** in relation to any Notes, which expression shall mean, in the case of Bearer Notes, the holders of the Notes and, in the case of Registered Notes, the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below) in accordance with the provisions of the Trust Deed. Any reference herein to **Receiptholders** shall mean the holders of the Receipts and any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, (unless this is a Zero Coupon Note) Interest Commencement Dates, the date of the first payment of interest thereon and/or Issue Prices.

Where the Notes are cleared through CDP, the Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of the CDP Deed of Covenant dated 27 September 2022 made by MPACT TCo where the Issuer is MPACT TCo, the CDP Deed of Covenant dated 27 September 2022 made by MPACT Spore-TCo where the Issuer is MPACT Spore-TCo, the CDP Deed of Covenant dated 27 September 2022 made by MPACT HK-TCo where the Issuer is MPACT HK-TCo, the CDP Deed of Covenant dated 27 September 2022 made by the MPACT Trustee where the Issuer is the MPACT Trustee or, as the case may be, the CDP Deed of Covenant to be made by such New Issuer where the Issuer is a New Issuer, each as may be amended and/or supplemented and/or restated from time to time (together, the **CDP Deeds of Covenant**).

Upon prior written request and subject to the provision of evidence satisfactory to the Trustee, the Paying Agents and/or the Registrar as to holding and identity, copies of the Trust Deed, the Agency Agreement and the CDP Deeds of Covenant are available (i) during normal business hours at the specified office of the Trustee being at 10 Marina Boulevard, #46-01 Marina Bay Financial Centre Tower 2, Singapore 018983 and at the specified office of each of the Paying Agents and the Registrar or (ii) through electronic mail from the Trustee, any Paying Agent and/or the Registrar. Copies of the applicable Pricing Supplement are available for viewing at the registered office of the Issuer and each of the Paying Agents provided that Noteholders must produce evidence satisfactory to the Issuer, the Trustee and the relevant Paying Agent or (in the case of Registered Notes) the Registrar as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement, the applicable CDP Deed of Covenant and the applicable Pricing Supplement which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

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

## 1. FORM, DENOMINATION AND TITLE

The Notes are issued either in bearer form or in registered form, as specified in the applicable Pricing Supplement and, in the case of Definitive Bearer Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

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

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass on registration of transfers in accordance with the Agency Agreement. The Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agents, the Transfer Agents (in the case of Registered Notes), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Notes) and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream**) and/or CDP, each person (other than Euroclear, Clearstream or CDP) who is for the time being shown in the records of Euroclear, Clearstream or the CDP as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream or the CDP as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save, in the case of Notes not cleared through CDP, for manifest error) shall be treated by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agents, the Transfer Agents (in the case of Registered Notes), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Notes) and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agent, the Transfer Agents (in the case of Registered Notes), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Notes) and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream and/or CDP as the case may be. References to Euroclear, Clearstream and CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

## **2. TRANSFER OF REGISTERED NOTES**

### **2.1 Transfers of interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear, Clearstream or CDP, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear, Clearstream or CDP, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee of a common depository for Euroclear, Clearstream or CDP shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of Euroclear, Clearstream or CDP (as the case may be) or to a successor of Euroclear, Clearstream or CDP (as the case may be) or such successor's nominee.

### **2.2 Transfers of Registered Notes in definitive form**

Subject as provided in Condition 2.3 (*Registration of transfer upon partial redemption*) and Condition 2.5 (*Closed periods*) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the applicable Pricing Supplement). In order to effect any such transfer:

- (i) the holder or holders must:
  - (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and
  - (B) complete and deposit such other certifications as may be required by the relevant Transfer Agent; and
- (ii) the relevant Transfer Agent must be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar and the relevant Transfer Agent is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), deliver, at its specified office, to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register or procure registration of the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

## **2.4 Costs of registration**

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer shall require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## **2.5 Closed periods**

No Noteholder may require the transfer of a Registered Note to be registered during the period of (i) 15 days ending on (and including) the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before (and including) any date on which Notes may be called for redemption by the Issuer pursuant to Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) and (iii) 15 days ending on (and including) any Interest Payment Date.

## **2.6 Exchanges and transfers of Registered Notes generally**

Holders of Definitive Registered Notes may exchange such Notes for interests in a Registered Global Note of the same type at any time.

# **3. STATUS OF THE NOTES AND THE GUARANTEE IN RESPECT OF THE NOTES**

## **3.1 Status of the Notes**

The Notes and any related Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

## **3.2 Status of the Guarantee**

The payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer (unless the Issuer is the MPACT Trustee) under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed (the **Guarantee**). The payment obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 (*Negative Pledge*)) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

## 4. NEGATIVE PLEDGE AND COVENANTS

### 4.1 Negative Pledge

So long as any Note, Receipt or Coupon (in respect thereof) remains outstanding:

- (a) the Issuer will not create or permit to subsist any mortgage, charge, lien, pledge or other security interest (each a **Security Interest**), other than a Permitted Security Interest, upon, or with respect to, any of the present or future business, undertaking, assets or revenues of the Issuer or (where the Issuer is the MPACT Trustee) the Principal Subsidiaries, to secure any Relevant Indebtedness (as defined below) unless the Issuer, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:
  - (i) all amounts payable by it under the Notes and the Coupons are secured by the Security Interest equally and rateably with any such Relevant Indebtedness; or
  - (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is approved by an Extraordinary Resolution of the Noteholders; and
- (b) the Guarantor will not create or permit to subsist any Security Interest, other than a Permitted Security Interest, upon, or with respect to, any of the present or future business, undertaking, assets or revenues of the Guarantor or any of the Principal Subsidiaries, to secure any Relevant Indebtedness unless the Guarantor, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:
  - (i) all amounts payable by it under the Guarantee are secured by the Security Interest equally and rateably with any such Relevant Indebtedness; or
  - (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is approved by an Extraordinary Resolution of the Noteholders.

### 4.2 Shareholding Covenant

So long as any Notes, Receipts or Coupons (in respect thereof) remain outstanding, the MPACT Trustee will procure that MPACT shall at all times retain a 100 per cent. direct and/or indirect shareholding interest in the entire issued share capital of each Issuer (other than the MPACT Trustee).

For the purpose of the Conditions, the terms:

**Group** means MPACT and its Subsidiaries;

**Permitted Security Interest** means a Security Interest over any present and future assets or revenues or any part thereof in connection with any asset-based financing (including, without limitation, a securitisation or project financing or any issue of TMK bonds) where the primary source of payment of the obligations secured by such Security Interest is the assets or revenues subject to such Security Interest, without further recourse to the relevant obligor;

**Principal Subsidiary** means any Subsidiary of MPACT 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 of MPACT or the MPACT Trustee (the **transferee**) then:

- (a) 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 MPACT) shall thereupon become a Principal Subsidiary; and
- (b) 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 transferor (unless it is MPACT) shall thereupon become a Principal Subsidiary.

Any Subsidiary which becomes a Principal Subsidiary by virtue of (a) above or which remains or becomes a Principal Subsidiary by virtue of (b) 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 as shown by the accounts of such Subsidiary or the date of issue of a report by the auditors of MPACT (**Auditor**) described below (whichever is earlier), based upon which such audited consolidated accounts or, as the case may be, Auditor's 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, Auditor's 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;

**Relevant Indebtedness** means (i) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities which are for the time being, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market and having an original tenure of more than one year; and (ii) any guarantee or indemnity of any such indebtedness;

**Relevant Period** means each period of twelve months ending on the last day of MPACT's financial year and each period of twelve months ending on the last day of the first half of MPACT's financial year;

**Subsidiary** means any company which is for the time being, a subsidiary (within the meaning of Section 5 of the Companies Act, Chapter 50 of Singapore), and in relation to MPACT, means any company, corporation, trust, fund or other entity (whether or not a body corporate):

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

and for these purposes, any company, corporation, trust, fund or other entity (whether or not a body corporate) shall be treated as being controlled by MPACT if MPACT (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.

**TMK bonds** means bonds issued by a specified purposes company (*tokutei mokuteki kaisha*) incorporated under the Asset Liquidation Law (*shisan no ryudouka ni kansuru houritsu*) of Japan.

## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

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

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

As used in the Conditions:

**Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding; and

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1 (*Interest on Fixed Rate Notes*):

- (a) if “**Actual/Actual (ICMA)**” is specified in the applicable Pricing Supplement:
  - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or

- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
  - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
  - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (b) if “**30/360**” is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (c) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date divided by 365.

In the Conditions, the following expressions have the following meanings:

**Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 5.2 Interest on Floating Rate Notes and Index Linked Interest Notes

### (a) Interest Payment Dates

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

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

Such interest will be payable in respect of each Interest Period (which expression shall, in the Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date).

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

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, **Business Day** means:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Singapore, Hong Kong, London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Pricing Supplement;
- (b) if TARGET2 System is specified as an Additional Business Centre in the applicable Pricing Supplement, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open; and
- (c) either (i) in relation to any sum payable in a Specified Currency other than euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open or (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in the Offshore Renminbi Centre(s).

**(b) Rate of Interest**

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

**(i) ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating (x) if “2006 ISDA Definitions” is specified in the applicable Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (**ISDA**) and as amended and updated as at the Issue Date of the first Tranche of the Notes; or (y) if “2021 ISDA Definitions” is specified in the applicable Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of Notes (together, the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is a period specified in the applicable Pricing Supplement;
- (C) the relevant Reset Date is the day specified in the applicable Pricing Supplement; and
- (D) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the applicable Pricing Supplement:
  - (i) Compounding with Lookback;
  - (ii) Compounding with Observation Period Shift; or
  - (iii) Compounding with Lockout.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the applicable Pricing Supplement.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Averaging with Lookback, Averaging with Observation Period Shift, Averaging with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Interest shall be deemed to be zero.

- (ii) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being EURIBOR, HIBOR or CNH HIBOR

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or

- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR, or Hong Kong time, in the case of HIBOR) or 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then 2.30 p.m. (Hong Kong time) (in the case of CNH HIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

- (iii) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being Compounded Daily SOFR or Compounded Index SOFR (in which case such Note will be a **SOFR Note**):

- (A) For each Floating Rate Note where the Reference Rate is specified as being Compounded Daily SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SOFR plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).

- (1) For the purposes of this Condition 5.2(b)(iii)(A):

**Compounded Daily SOFR** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**Applicable Period** means, in relation to an Interest Period:

- (a) (where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Observation Period relating to such Interest Period; and
- (b) (where “Lookback” or “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) such Interest Period;

**d** means the number of calendar days in the relevant Applicable Period;

**d<sub>o</sub>** means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period;

**i** means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the Applicable Period;

**Interest Determination Date** means, with respect to a Rate of Interest and Interest Period:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the Rate Cut-off Date; and
- (b) (where “Lookback” or “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the end of each Observation Period,

unless otherwise specified in the applicable Pricing Supplement;

**n<sub>i</sub>** means, for any U.S. Government Securities Business Day “i”, the number of calendar days from (and including) such U.S. Government Securities Business Day “i” up to (but excluding) the following U.S. Government Securities Business Day;

**Non-Reset Date** means, each U.S. Government Securities Business Day “*t*” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**Observation Period** means, for the relevant Interest Period, the period from (and including) the date falling “*p*” U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “*p*” U.S. Government Securities Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable);

***p*** means the number of U.S. Government Securities Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five U.S. Government Securities Business Days);

**Rate Cut-Off Date** means:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) in relation to any Interest Period, the date falling “*p*” U.S. Government Securities Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable); and
- (b) in any other circumstances, no Rate Cut-Off Date shall apply;

**SOFR<sub>*t*</sub>** means, in respect of any U.S. Government Securities Business Day “*t*” in the Applicable Period, the SOFR Reference Rate for the SOFR Determination Date in relation to such U.S. Government Securities Business Day “*t*”, provided that where “Lockout” is specified as the Observation Method, SOFR<sub>*t*</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be SOFR<sub>*t*</sub> as determined in relation to the Rate Cut-Off Date;

**SOFR Determination Date** means, in respect of any U.S. Government Securities Business Day “*t*”:

- (a) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement, the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days prior to such U.S. Government Securities Business Day “*t*”; and
- (b) otherwise, such U.S. Government Securities Business Day “*t*”;

**SOFR Reference Rate** means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily SOFR as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) published at or around 3:00 p.m. (New York City time) on the New York Federal Reserve’s Website on the next succeeding U.S. Government Securities Business Day for trades made on such U.S. Government Securities Business Day; and

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (**SIFMA**) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (2) Subject to Condition 5.2(h) (*Benchmark Discontinuation*), if, in respect of the determination of  $\text{SOFR}_i$  for any U.S. Government Securities Business Day in the relevant Applicable Period, the Calculation Agent determines that the relevant SOFR Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SOFR Reference Rate shall be SOFR published on the New York Federal Reserve's Website on the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve's Website;

- (B) For each Floating Rate Note where the Reference Rate is specified as being Compounded Index SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Index SOFR plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).

- (1) For the purposes of this Condition 5.2(b)(iii)(B):

**Compounded Index SOFR** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left( \frac{\text{SOFR Index}_{end}}{\text{SOFR Index}_{start}} - 1 \right) \times \frac{360}{d}$$

where:

**d** means the number of calendar days in the relevant Observation Period;

**Observation Period** means, for the relevant Interest Period, the period from (and including) the date falling "*p*" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "*p*" U.S. Government Securities Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable);

**p** means the number of U.S. Government Securities Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five U.S. Government Securities Business Days);

**SOFR Index Value** means, with respect to any U.S. Government Securities Business Day:

- (A) the SOFR Index published for such U.S. Government Securities Business Day as such value appears on the Federal Reserve Bank of New York's Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value appears on the Federal Reserve Bank of New York's Website on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SOFR Index Value in relation to such U.S. Government Securities Business Day; or
- (B) if the index in sub-paragraph (A) is not published or displayed by the administrator of the SOFR rate or other information service on the relevant Interest Determination Date as specified in the applicable Pricing Supplement, the Reference Rate for the applicable Interest Period for which the index is not available shall be Compounded Daily SOFR, and for these purposes, the Observation Method shall be deemed to be "Observation Shift" and "p" shall be as set out in the applicable Pricing Supplement as if the Reference Rate is specified as being Compounded Daily SOFR and these alternative elections had been made;

**"SOFR Index<sub>end</sub>"** means the SOFR Index Value on the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days before the Interest Payment Date relating to the relevant Interest Period (or in the case of the final Interest Period, the Maturity Date); and

**"SOFR Index<sub>start</sub>"** means the SOFR Index Value on the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days before the first day of the relevant Interest Period;

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (**SIFMA**) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

- (C) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5.2(h) (*Benchmark Discontinuation*), the Rate of Interest shall be:
  - (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Applicable Period from that which applied to the last preceding Applicable Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

- (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such SOFR Notes for the first Interest Period had the SOFR Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).
- (D) If the SOFR Notes become due and payable in accordance with Condition 10 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SOFR Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SOFR formula) and the Rate of Interest on such SOFR Notes shall, for so long as any such SOFR Note remains outstanding, be that determined on such date.
- (iv) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being the Singapore Overnight Rate Average Overnight Indexed Swap (**SORA-OIS**):
  - (A) Each Floating Rate Note where the Reference Rate is specified as being SORA-OIS (in which case such Note will be a **SORA-OIS Note**) bears interest at a floating rate determined by reference to SORA-OIS.
  - (B) The Rate of Interest payable from time to time in respect of each SORA-OIS Note under this Condition 5.2(b)(iv) will be determined by the Principal Paying Agent on the basis of the following provisions:
    - (i) 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 as being the rate which appears on the Reuters Screen PYSGD4 page under the column headed "SORA SWAP" for "Ask" rate (or such other substitute page thereof or if there is no substitute page, the screen page which is the generally accepted page used by market participants at that time as determined by an independent financial institution (which is appointed by the Issuer and notified to the Principal Paying Agent and the Calculation Agent)) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any); and
    - (ii) if on any Interest Determination Date the Calculation Agent is otherwise unable to determine the Rate of Interest under paragraph (i) above, the Rate of Interest shall be the Rate of Interest determined as at the preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

- (C) 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.
- (v) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being Compounded Daily SORA:
- (A) For each Floating Rate Note where the Reference Rate is specified as being Compounded Daily SORA (**SORA Notes**), the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Margin:
- (a) where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

**d** is the number of calendar days in the relevant Interest Period;

**d<sub>o</sub>**, for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

**i**, for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

**Interest Determination Date** means the Singapore Business Day immediately following the Rate Cut-off Date;

**n<sub>i</sub>**, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

**p** means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Rate Cut-Off Date** means, with respect to a Rate of Interest and Interest Period, the date falling “*p*” Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “*i*”;

**SORA<sub>i</sub>** means, in respect of any Singapore Business Day “*i*” falling in the relevant Interest Period:

- (a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the **Suspension Period SORA<sub>i</sub>**) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA<sub>i</sub> shall apply to each day falling in the relevant Suspension Period;

**SORA Reset Date** means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

**Suspension Period** means, in relation to any Interest Period, the period from (and including) the date falling “*p*” Singapore Business Day prior to the Interest Payment Date in respect of the relevant Interest Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

- (b) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set

forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SORA}_{i-p\text{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

**d** is the number of calendar days in the relevant Interest Period;

**d<sub>o</sub>**, for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

**i**, for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

**Interest Determination Date** means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

**n<sub>i</sub>**, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

**Observation Period** means, for the relevant Interest Period, the period from, and including, the date falling “p” Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “p” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “p” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

**p** means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “i”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any

successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “*r*”; and

**SORA<sub>*i*</sub> – *p*SBD** means, in respect of any Singapore Business Day falling in the relevant Interest Period, the reference rate equal to SORA in respect of the Singapore Business Day falling “*p*” Singapore Business Days prior to the relevant Singapore Business Day “*r*”.

- (c) where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

**d** is the number of calendar days in the relevant Observation Period;

**d<sub>o</sub>**, for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

***i***, for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

**Interest Determination Date** means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

**n<sub>*i*</sub>**, for any Singapore Business Day “*r*”, is the number of calendar days from and including such Singapore Business Day “*r*” up to but excluding the following Singapore Business Day;

**Observation Period** means, for the relevant Interest Period, the period from, and including, the date falling “*p*” Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “*p*” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

***p*** means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “*i*”; and

**SORA<sub>*i*</sub>** means, in respect of any Singapore Business Day “*i*” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

- (B) Subject to Condition 5.2(h) (*Benchmark Discontinuation*), if by 5:00 p.m. (Singapore time) on the Singapore Business Day immediately following such Singapore Business Day “*i*”, SORA in respect of such Singapore Business Day “*i*” has not been published and a Benchmark Event has not occurred, then SORA for that Singapore Business Day “*i*” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (C) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 5.2(h) (*Benchmark Discontinuation*), the Rate of Interest shall be:
  - (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

- (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such SORA Notes for the first Interest Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).
- (D) If the SORA Notes become due and payable in accordance with Condition 10 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.
- (vi) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being the Tokyo Overnight Average Rate (**TONA**):
  - (A) For each Floating Rate Note where the Reference Rate is specified as being TONA (in which case such Note will be a **TONA Note**) the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily TONA plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).
  - (B) For the purposes of this Condition 5.2(b)(vi):

**Compounded Daily TONA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily rate of the day-to-day interbank Japanese Yen market in Tokyo as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

**Applicable Period** means, in relation to an Interest Period:

- (a) (where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Observation Period relating to such Interest Period; and
- (b) (where “Lookback” or “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) such Interest Period;

**d** means the number of calendar days in the relevant Applicable Period;

**$d_o$**  means, for the relevant Applicable Period, the number of Tokyo Business Days in such Applicable Period;

**$i$**  means, for the relevant Applicable Period, a series of whole numbers from one to  $d_o$ , each representing the relevant Tokyo Business Day in chronological order from (and including) the first Tokyo Business Day in the Applicable Period;

**Interest Determination Date** means, with respect to a Rate of Interest and Interest Period:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the Tokyo Business Day immediately following the Rate Cut-off Date; and
- (b) (where “Lookback” or “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Tokyo Business Day immediately following the end of each Observation Period,

unless otherwise specified in the applicable Pricing Supplement;

**$n_i$**  means, for any Tokyo Business Day “ $i$ ”, the number of calendar days from (and including) such Tokyo Business Day “ $i$ ” up to (but excluding) the following Tokyo Business Day;

**Non-Reset Date** means, each Tokyo Business Day “ $i$ ” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**Observation Period** means, for the relevant Interest Period, the period from (and including) the date falling “ $p$ ” Tokyo Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “ $p$ ” Tokyo Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling “ $p$ ” Tokyo Business Days prior to such earlier date, if any, on which the TONA Notes become due and payable);

**$p$**  means the number of Tokyo Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Tokyo Business Days);

**Rate Cut-Off Date** means:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) in relation to any Interest Period, the date falling “ $p$ ” Tokyo Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling “ $p$ ” Tokyo Business Days prior to such earlier date, if any, on which the TONA Notes become due and payable); and
- (b) in any other circumstances, no Rate Cut-Off Date shall apply;

**Tokyo Business Day** means any day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealing in foreign exchange and foreign currency deposits) in Tokyo.

**TONA<sub>i</sub>** means, in respect of any Tokyo Business Day “*r*” in the Applicable Period, the TONA Reference Rate for the TONA Determination Date in relation to such Tokyo Business Day “*r*”, provided that where “Lockout” is specified as the Observation Method, TONA<sub>i</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be TONA<sub>i</sub> as determined in relation to the Rate Cut-Off Date;

**TONA Determination Date** means, in respect of any Tokyo Business Day “*r*”:

- (a) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement, the Tokyo Business Day falling “*p*” Tokyo Business Days prior to such Tokyo Business Day “*r*”; and
- (b) otherwise, such Tokyo Business Day “*r*”;

**TONA Reference Rate** means, in respect of any Tokyo Business Day, a reference rate equal to the daily Tokyo Overnight Average Rate, as published by the Bank of Japan (or any successor administrator) or as otherwise published by such authorised distributors, on the Tokyo Business Day immediately following such Tokyo Business Day;

- (C) Subject to Condition 5.2(h) (*Benchmark Discontinuation*), if, in respect of the determination of TONA<sub>i</sub> for any Tokyo Business Day in the relevant Applicable Period, the Calculation Agent determines that the relevant TONA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such TONA Reference Rate shall be the TONA Reference Rate for the last Tokyo Business Day for which such rate was provided by the Bank of Japan (or any successor administrator) or published by authorised distributors;
- (D) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5.2(h) (*Benchmark Discontinuation*), the Rate of Interest shall be:
  - (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Applicable Period from that which applied to the last preceding Applicable Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or
  - (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such TONA Notes for the first Interest Period had the TONA Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

- (E) If the TONA Notes become due and payable in accordance with Condition 10 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such TONA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant TONA formula) and the Rate of Interest on such TONA Notes shall, for so long as any such TONA Note remains outstanding, be that determined on such date.
- (vii) If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA or TONA, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

In the Conditions:

**Reference Rate** means the rate specified in the applicable Pricing Supplement;

**Relevant Screen Page** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Pricing Supplement or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate; and

**Relevant Time** means 11.00 a.m. (Singapore time).

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

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) (*Rate of Interest*) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) (*Rate of Interest*) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

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

The Principal Paying Agent (or the Calculation Agent, as the case may be), in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes or Index Linked Interest Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*):

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

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

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls; “M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

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

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and (in the case of Notes listed on a stock exchange and if so required by the rules of such stock exchange) the relevant stock exchange (subject to receiving the contact details of the relevant stock exchange from the Issuer) on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified by the Principal Paying Agent to the Issuer, the Trustee and (in the case of Notes listed on a stock exchange) to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*).

**(f) Failure to Determine or Calculate**

If for any reason at any relevant time the Principal Paying Agent or Calculation Agent (as the case may be) defaults in its obligation to determine the applicable Rate of Interest or the Principal Paying Agent or Calculation Agent (as the case may be) defaults in its obligation to calculate any Interest Amount in accordance with Conditions 5.2(b)(i) to Conditions 5.2(b)(v) above (as the case may be) or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with Condition 5.2(d) above, it shall notify the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, and the Principal Paying Agent or Calculation Agent (as the case may be) shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so. The Issuer shall appoint an alternative Principal Paying Agent or Calculation Agent (as the case may be) within two Business Days of the relevant Interest Payment Date and such replacement Principal Paying Agent or Calculation Agent (as the case may be) shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Interest Amount in such manner as it shall deem fair and reasonable in all the circumstances.

**(g) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*), whether by the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee, shall (in the absence of wilful default or manifest error) be binding on the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee, the Principal Paying Agent, the Transfer Agents (if applicable), the CDP Paying Agent (if applicable), the Registrar (if applicable), the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or manifest error) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**(h) Benchmark Discontinuation**

Notwithstanding the provisions above in this Condition 5 (*Interest*):

(i) Benchmark Discontinuation (General)

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (General)” as applicable:

(A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, or failing which, an Alternative Rate (in accordance with Condition 5.2(h)(i)(B)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5.2(h)(i)(D)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5.2(h)(i) shall act in good faith as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents or the Noteholders for any determination made by it, pursuant to this Condition 5.2(h)(i).

If:

- (i) the Issuer is unable to appoint an Independent Adviser; or
- (ii) the Independent Adviser fails to determine a Successor Rate or, failing which, an Alternative Rate, in accordance with this Condition 5.2(h)(i)(A) by seven business days prior to the relevant Interest Determination Date,

the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be

applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5.2(h)(i)(A).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(h)(i)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(h)(i)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser (in consultation with the Issuer) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(D) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5.2(h)(i) and the Independent Adviser (in consultation with the Issuer) determines:

- (i) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**); and
- (ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(h)(i)(E), without any requirement for the consent or approval of Noteholders, the Trustee or the Agents, vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate signed by two authorised signatories of the Issuer pursuant to

Condition 5.2(h)(i)(E), the Trustee and/or the Agents shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, effect such consequential amendments to these Conditions, the Agency Agreement and/or the Trust Deed to give effect to any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to any Benchmark Amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way.

For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Noteholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 5.2(h)(i)(D) (including, *inter alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to such consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way. Noteholders' consent shall not be required in connection with the effecting of the Successor Rate, the Alternative Rate (as applicable), the Adjustment Spread, any Benchmark Amendments or such other changes, including the execution of any documents or any steps by the Trustee or the Agents (if required).

In connection with any such variation in accordance with this Condition 5.2(h)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

#### (E) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.2(h)(i) will be notified promptly by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 14 (*Notices*), the Noteholders, the Receiptholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by two authorised signatories of the Issuer:

(i) confirming:

(aa) that a Benchmark Event has occurred;

(bb) the Successor Rate or, as the case may be, the Alternative Rate;

(cc) the applicable Adjustment Spread; and

(dd) the specific terms of the Benchmark Amendments (if any),

in each case as determined in accordance with the provisions of this Condition 5.2(h)(i); and

(ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

None of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable), any Adjustment Spread, any Benchmark Amendments or any other changes and each of the Trustee and the Agents shall be entitled to rely conclusively on any certificate provided to it (without liability to any person) as sufficient evidence thereof. The Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders, the Receiptholders and the Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5.2(h)(i)(A) to 5.2(h)(i)(D), the Original Reference Rate and the fallback provisions provided for in Condition 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*), as applicable, will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement and any Adjustment Spread and the Benchmark Amendments have been effected.

(G) Definitions

As used in this Condition 5.2(h)(i):

**Adjustment Spread** means either:

(i) a spread (which may be positive, negative or zero); or

- (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:
  - (aa) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
  - (bb) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser determines as being customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
  - (cc) (if the Independent Adviser determines that no such spread is customarily applied) the Independent Adviser (in consultation with the Issuer) determines, and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.2(h)(i)(B) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

**Benchmark Amendments** has the meaning given to it in Condition 5.2(h)(i)(D).

**Benchmark Event** means the occurrence of one or more of the following events:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and such cessation is reasonably expected by the Issuer to occur prior to the Maturity Date; or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued and such discontinuation is reasonably expected by the Issuer to occur prior to the Maturity Date; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, and such prohibition is reasonably expected by the Issuer to occur prior to the Maturity Date; or

- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur:

- (a) in the case of paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (b) in the case of paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate; and
- (c) in the case of paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under Condition 5.2(h)(i)(A).

**Original Reference Rate** means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes, provided that if a Benchmark Event has occurred with respect to the then-current Original Reference Rate, then **Original Reference Rate** means the applicable Successor Rate or Alternative Rate (as the case may be).

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:
  - (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

- (bb) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);
- (cc) a group of the aforementioned central banks or other supervisory authorities; or
- (dd) the Financial Stability Board or any part thereof.

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the successor to or, as the case may be, replacement of the Original Reference Rate.

*Where the Original Reference Rate for a Series of Notes is EURIBOR, the Successor Rate could include the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk free rates established by the European Central Bank, the Financial Services and Markets Authority, the European Securities and Markets Authority and the European Commission, (ii) the European Money Market Institute, as the administrator of EURIBOR, (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authority designated by each Member State of the European Union under Regulation (EU) 2016/1011, or (v) the European Central Bank.*

(ii) Benchmark Discontinuation (ARRC)

*This Condition 5.2(h)(i) shall only apply to U.S. dollar-denominated Notes where so specified in the applicable Pricing Supplement.*

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (ARRC)” as applicable:

(A) Benchmark Replacement

If the Issuer or its designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

(B) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time without any requirement for the consent or approval of Noteholders, the Trustee or the Agents. For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Noteholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5.2(h)(ii)(B) (including, *inter alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to effect such

consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement and/or any other document to which it is a party in any way. Noteholders' consent shall not be required in connection with the effecting of any such changes, including the execution of any documents or any steps by the Trustee or the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or its designee with respect to any Benchmark Replacement, any Benchmark Replacement Conforming Changes or any other changes and each of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be entitled to rely conclusively on any certifications provided to it (without liability to any person) as sufficient evidence thereof.

(C) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5.2(h)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding (absent manifest error or bad faith) on the Issuer, the Trustee, the Agents, the Noteholders, the Receiptholders and the Couponholders, may be made in the Issuer or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from any other party.

(D) Definitions

As used in this Condition 5.2(h)(ii):

**Benchmark** means, initially, SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then **Benchmark** means the applicable Benchmark Replacement.

**Benchmark Replacement** means the Interpolated Benchmark; provided that if the Issuer or its designee cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then **Benchmark Replacement** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(i) the sum of:

(aa) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor; and

(bb) the Benchmark Replacement Adjustment;

- (ii) the sum of:
  - (aa) the ISDA Fallback Rate; and
  - (bb) the Benchmark Replacement Adjustment;
- (iii) the sum of:
  - (aa) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time; and
  - (bb) the Benchmark Replacement Adjustment.

**Benchmark Replacement Adjustment** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; and
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

**Benchmark Replacement Conforming Changes** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period” or “Accrual Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary).

**Benchmark Replacement Date** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (i) in the case of paragraph (i) or (ii) of the definition of “Benchmark Transition Event,” the later of:
  - (aa) the date of the public statement or publication of information referenced therein; and

- (bb) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (ii) in the case of paragraph (iii) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**Benchmark Transition Event** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**Corresponding Tenor**, with respect to a Benchmark Replacement, means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

**designee** means a designee as selected and separately appointed by the Issuer in writing, which may include a subsidiary or affiliate of the Issuer or an Independent Adviser.

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under this Condition 5.2(h)(ii).

**Federal Reserve Bank of New York’s Website** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org> or any successor source.

**Interpolated Benchmark**, with respect to the Benchmark, means the rate determined for the Corresponding Tenor by interpolating on a linear basis between:

- (i) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor; and
- (ii) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**ISDA Fallback Adjustment** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

**ISDA Fallback Rate** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**LIBOR** means the London Interbank Offered Rate.

**Reference Time**, with respect to any determination of the Benchmark, means:

- (i) if the Benchmark is SOFR, 3:00 p.m. (New York time) on the relevant U.S. Government Securities Business Day; and
- (ii) if the Benchmark is not SOFR, the time determined by the Issuer or its designee in accordance with the Benchmark Replacement Conforming Changes.

**Relevant Governmental Body** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**Unadjusted Benchmark Replacement** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Benchmark Discontinuation (SORA)

*This Condition 5.2(h)(iii) shall only apply to Singapore dollar-denominated Notes where so specified in the applicable Pricing Supplement.*

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (SORA)” as applicable:

(A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 5.2(h)(iii)(B)) and an Adjustment Spread, if any (in accordance with Condition 5.2(h)(iii)(C)), and any Benchmark Amendments (in accordance with Condition 5.2(h)(iii)(D)) by seven business days prior to the relevant Interest Determination Date. An Independent Adviser appointed pursuant to this Condition 5.2(h)(iii)(A) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Principal Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5.2(h)(iii)(A).

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by seven business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 5.2(h)(iii)(B)) and an Adjustment Spread if any (in accordance with Condition 5.2(h)(iii)(C)) and any Benchmark Amendments (in accordance with Condition 5.2(h)(iii)(D)).

If the Issuer is unable to determine the Benchmark Replacement by seven business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5.2(h)(iii)(A).

(B) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) shall (subject to adjustment as provided in Condition 5.2(h)(iii)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(h)(iii)).

(C) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(D) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(h)(iii)(E), without any requirement for the consent or approval of Noteholders, the Trustee or the Agents, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 5.2(h)(iii)(E), the Trustee and/or the Agents shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, effect such consequential amendments to these Conditions, the Trust Deed and/or the Agency Agreement to give effect to any Benchmark Amendments (including, inter alia, by the execution of a deed or document supplemental to or amending the Trust Deed and/or Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to any Benchmark Amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement or any other document to which it is a party in any way.

For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Noteholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 5.2(h)(iii)(D) (including, *inter*

*alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to effect to such consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way. Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement, the Adjustment Spread, any Benchmark Amendment or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 5.2(h)(iii)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(E) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.2(h)(iii) will be notified promptly by the Issuer to the Trustee, the Agents and, in accordance with Condition 14 (*Notices*), the Noteholders, the Receiptholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by two authorised signatories of the Issuer:

- (a) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5.2(h)(iii); and
- (b) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

None of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable), any Adjustment Spread, any Benchmark Amendments or any other changes and each of the Trustee and the Agents shall be entitled to rely conclusively on any certificate provided to it (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith

in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents, the Noteholders, the Receiptholders and the Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5.2(h)(iii)(A) to 5.2(h)(iii)(D), the Original Reference Rate and the fallback provisions provided for in Condition 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*), as applicable, will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement and any Adjustment Spread and the Benchmark Amendments have been effected.

(G) Definitions

As used in this Condition 5.2(h)(iii):

**Adjustment Spread** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (a) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or
- (b) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (c) is determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines in accordance with Condition 5.2(h)(iii)(B) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds);

**Benchmark Amendments** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) determines is reasonably necessary);

**Benchmark Event** means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or
- (e) it has become unlawful for the Principal Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or
- (f) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

- (1) in the case of paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (2) in the case of paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and
- (3) in the case of paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Agents and the Calculation Agent. For the avoidance of doubt, none of the Trustee, the Agents nor the Calculation Agent shall have any responsibility for making such determination.

**Benchmark Replacement** means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then “Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5.2(h)(iii)(A)) (as the case may be):

- (a) the Successor Rate;
- (b) the ISDA Fallback Rate; and
- (c) the Alternative Rate.

**Corresponding Tenor** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

**Independent Adviser** means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 5.2(h)(iii)(A);

**Interpolated Benchmark** with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

**ISDA Fallback Adjustment** means the spread adjustment (which maybe positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

**ISDA Fallback Rate** means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**Original Reference Rate** means, initially, SORA or SORA-OIS, as the case may be (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest or any component part thereof, provided that if a Benchmark Event has occurred with respect to SORA or SORA-OIS, as the case may be, or the then-current Original Reference Rate, then “Original Reference Rate” means the applicable Benchmark Replacement;

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (b) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor; and

### 5.3 Interest on Dual Currency Interest Notes

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Pricing Supplement.

## 5.4 Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

## 5.5 Accrual of interest

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

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) as provided in the Trust Deed.

## 6. PAYMENTS

### 6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee; and
- (c) payments in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the relevant Noteholder with a bank in the Offshore Renminbi Centre(s).

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

For the purpose of the Conditions, the term **Renminbi** means the lawful currency of the People's Republic of China.

### 6.2 Presentation of Definitive Bearer Notes, Receipts and Coupons

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Definitive Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

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

### 6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Bearer Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Bearer Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Note by the Paying Agent to which it was presented or in the records of Euroclear, Clearstream or CDP, as applicable.

#### 6.4 Payments in respect of Registered Notes

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any Paying Agent. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (i) where in global form, at the close of business on the business day (being for this purpose a day on which Euroclear, Clearstream or CDP, as the case may be, are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro and Renminbi) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively), (in the case of a payment in euro) any bank which processes payments in euro and (in the case of a payment in Renminbi) any bank in the Offshore Renminbi Centre(s) which processes payments in Renminbi in the Offshore Renminbi Centre(s).

In the case where the Specified Currency is not Renminbi, payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of business on the business day (being for this purpose a day on which Euroclear, Clearstream or CDP, as the case may be, are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**) at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note. In the case where the Specified Currency is Renminbi, payments of interest and payments of instalments of principal shall be made by transfer on the due date in the manner provided in the preceding paragraph.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## 6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream or CDP as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream or CDP, as the case may be, for his share of each payment so made by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, adverse tax consequences to the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor.

## 6.6 Payment Day

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

- (a) in the case of Notes, Receipts or Coupons denominated in a Specified Currency other than Renminbi:
  - (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
    - (A) in the case of Notes in definitive form only, the relevant place of presentation;

- (B) each Additional Financial Centre (other than TARGET2 System) specified in the applicable Pricing Supplement; and
- (C) if TARGET2 System is specified as an Additional Financial Centre in the applicable Pricing Supplement, a day on which the TARGET2 System is open; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and
- (b) in the case of Notes, Receipts or Coupons denominated in Renminbi, a day on which commercial banks and foreign exchange markets settle Renminbi payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (i) (in the case of Notes in definitive form only) the relevant place of presentation and (ii) the Offshore Renminbi Centre(s).

## 6.7 Interpretation of principal and interest

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

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.8 (Early Redemption Amounts)); and
- (g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

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

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at maturity**

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

### **7.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note, an Index Linked Interest Note nor a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), 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 (*Notices*), the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) or (if the Guarantee was called) the Guarantor would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws, regulations, rulings or other administrative proceedings (including a decision by a court of competent jurisdiction) of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws, regulations, rulings or other administrative proceedings (including a decision by a court of competent jurisdiction) which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be, taking reasonable measures available to it,

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

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer or, as the case may be, of the MPACT 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 (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be, has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Receipholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.8 (Early Redemption Amounts) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

### **7.3 Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified as being applicable in the applicable Pricing Supplement, the Issuer may, at its option, having given:

- (a) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notices*); and
- (b) not less than 15 days before the giving of the notice referred to in (a) above, notice to the Trustee and to the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Definitive Bearer Notes or Definitive Registered Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by Definitive Bearer Notes or Definitive Registered Notes, and in accordance with the rules of Euroclear, Clearstream and/or CDP (as applicable), in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by Notes in definitive form, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five days prior to the Selection Date.

### **7.4 Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified as being applicable in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4 (*Redemption at the option of the Noteholders (Investor Put)*) in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Pricing Supplement.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear, Clearstream and CDP, deliver, at the specified office of any Paying Agent (in the case of Definitive Bearer Notes) or the Registrar (in the case of Definitive Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (*Transfers of Registered Notes in definitive form*). If this Note is a Definitive Bearer Note, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream or CDP, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear, Clearstream or CDP (which may include notice being given on his instruction by Euroclear, Clearstream or CDP or any common depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream and CDP from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream or CDP given by a holder of any Note pursuant to this Condition 7.4 (*Redemption at the option of the Noteholders (Investor Put)*) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.4 (*Redemption at the option of the Noteholders (Investor Put)*).

## 7.5 Mandatory Redemption upon Termination of the MPACT

In the event that MPACT is terminated in accordance with the provisions of the MPACT Trust Deed (as defined in the Trust Deed), the Issuer shall redeem all (and not some only) of the Notes at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption on any date on which interest is due to be paid on such Notes or if earlier, the date of termination of MPACT.

The Issuer shall forthwith notify the Noteholders pursuant to Condition 14 (*Notices*), the Trustee and the Agents of the termination of MPACT.

## 7.6 Redemption upon cessation or suspension in trading of Units in MPACT (Delisting/Suspension of Trading Put Right)

If on any date (i) the Units in MPACT cease to be traded on the Singapore Exchange Securities Trading Limited (**SGX-ST**) (a **Delisting**) or (ii) trading in the Units of MPACT is suspended for more than seven consecutive Trading Days (as defined below) (a **Suspension**) on which normal trading of securities is carried out, the Issuer shall, at the option of the holder of any Note (the **Delisting/Suspension of Trading Put Right**), at any time no later than the date falling 30 days after the relevant Effective Date, redeem such Note

at its Early Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption) on the date (or, if such date is not a business day, on the immediately preceding business day) falling 45 days after the relevant Effective Date (the **Delisting/Suspension of Trading Put Date**).

Promptly after becoming aware of a Delisting or Suspension, as the case may be, the Issuer shall procure that notice regarding the Delisting/Suspension of Trading Put Right shall be given to Noteholders (in accordance with Condition 14 (*Notices*)) stating:

- (a) the Delisting/Suspension of Trading Put Date;
- (b) the date of such Delisting or Suspension, as the case may be and, briefly, the events causing such Delisting or Suspension, as the case may be;
- (c) the date by which the Delisting/Suspension of Trading Put Notice (as defined below) must be given; and
- (d) the procedures that Noteholders must follow and the requirements that Noteholders must satisfy in order to exercise the Delisting/Suspension of Trading Put Right.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear, Clearstream and CDP, deliver, at the specified office of any Paying Agent (in the case of Definitive Bearer Notes) or the Registrar (in the case of Definitive Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Delisting/Suspension of Trading Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (*Transfers of Registered Notes in definitive form*). If this Note is a Definitive Bearer Note, the Delisting/Suspension of Trading Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Delisting/Suspension of Trading Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream or CDP, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear, Clearstream or CDP (which may include notice being given on his instruction by Euroclear, Clearstream or CDP or any common depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream and CDP from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Delisting/Suspension of Trading Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream or CDP given by a holder of any Note pursuant to this Condition 7.6 (*Redemption upon cessation or suspension in trading of Units in MPACT (Delisting/Suspension of Trading Put Right)*) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.6 (*Redemption upon cessation or suspension in trading of Units in MPACT (Delisting/Suspension of Trading Put Right)*).

For the purposes of this Condition 7.6:

**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; and

**Trading Day** means a day when the SGX-ST is open for dealing business, provided that if no closing price is reported in respect of the relevant Units on the SGX-ST for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days; and

**Unit** means an undivided interest in MPACT as provided for in the MPACT Trust Deed.

## 7.7 Redemption in the case of Minimal Outstanding Amount

If Minimal Outstanding Amount Redemption Option is specified as being applicable in the applicable Pricing Supplement, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Trustee and the Principal Paying Agent and in accordance with Condition (in accordance with Condition 14 (*Notices*), the Noteholders (or such other notice period as may be specified in the applicable Pricing Supplement) redeem the Notes, in whole, but not in part, at their Early Redemption Amount as specified in the applicable Pricing Supplement together (if appropriate) with interest accrued to the date of redemption if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10 per cent. of the aggregate principal amount originally issued. All Notes shall be redeemed on the date specified in such notice in accordance with this Condition 7.7 (*Redemption in the case of Minimal Outstanding Amount*).

## 7.8 Early Redemption Amounts

For the purpose of Condition 7.2 (*Redemption for tax reasons*), Condition 7.5 (*Mandatory Redemption upon Termination of the*), Condition 7.6 (*Redemption upon cessation or suspension in trading of Units in MPACT (Delisting/Suspension of Trading Put Right)*), 7.7 (*Redemption in the case of Minimal Outstanding Amount*) and Condition 10 (*Events of Default*), each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (c) in the case of a Zero Coupon Note, at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

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

where:

**RP** means the Reference Price;

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

**y** is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

## 7.9 Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.8 (Early Redemption Amounts).

## 7.10 Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

## 7.11 Purchases

The Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or any of the respective related corporations of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price in the open market or otherwise. All such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) for cancellation.

## 7.12 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.11 (*Purchases*) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold. Subject as provided in Condition 9 (*Prescription*), the obligations of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor in respect of such cancelled Notes shall be discharged.

## 7.13 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1 (*Redemption at maturity*), 7.2 (*Redemption for tax reasons*), 7.3 (*Redemption at the option of the Issuer (Issuer Call)*), 7.4 (*Redemption at the option of the Noteholders (Investor Put)*), Condition 7.5 (*Mandatory Redemption upon Termination of the*), Condition 7.6 (*Redemption upon cessation or suspension in trading of Units in MPACT (Delisting/Suspension of Trading Put Right)*) or 7.7 (*Redemption in the case of Minimal Outstanding Amount*) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.8(c) (Early Redemption Amounts) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

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

## 8. TAXATION

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be, will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment in any Tax Jurisdiction; or
- (b) the holder of which is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)).

Notwithstanding any other provision of these Conditions, in no event will the Issuer or the Guarantor be required to pay any additional amounts in respect of the Notes, Receipts and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

- (i) **Tax Jurisdiction** means in the case of the MPACT Trustee, MPACT TCo and MPACT Spore-TCo, Singapore, in the case of MPACT HK TCo, Hong Kong, in the case of a New Issuer, its jurisdiction of incorporation or, in each case, any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

## 9. PRESCRIPTION

The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of three years after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*).

## 10. EVENTS OF DEFAULT

### 10.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of Noteholders shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together with accrued interest as provided in the Trust Deed, in any of the following events (**Events of Default**):

- (a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them on the due date of payment thereof and such default continues for 15 Business Days;
- (b) the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor does not perform or comply with any one or more of its obligations (other than the payment obligation of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor referred to in paragraph (a)) under the Trust Deed or the Notes and, if such 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 (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor;
- (c)
  - (i) any other present or future indebtedness of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries 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 MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries fails to pay when properly called upon to do so or within 15 Business Days of the due date, whichever is longer, any present or future guarantee of indebtedness for borrowed moneys,

provided however, that no Event of Default will occur under this Condition 10.1(c)(i) or 10.1(c)(ii) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned above in this paragraph (c) has/have occurred equals or exceeds S\$150,000,000 or its equivalent in other currencies;

- (d) the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries 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 substantial part of its indebtedness in respect of borrowed moneys, begins negotiations or takes any proceeding under any law for a deferral, rescheduling or other readjustment of all or a substantial part of its indebtedness (or of any substantial part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a substantial part of the indebtedness of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries, provided that no Event of Default shall occur under this paragraph (d) in relation to any Principal Subsidiary if such event occurs pursuant to a consolidation, reorganisation, amalgamation, merger, reconstruction or transfer of assets to a Subsidiary of MPACT or a real estate investment trust or property trust fund or similar entity established by MPACT or any of its related corporations and such event is not likely to materially and adversely affect the ability of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes;
- (e) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or any substantial part of the property, assets or revenues of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries and is not discharged or stayed within 30 days;
- (f) (i) any security on or over the whole or any substantial part of the assets of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries becomes enforceable and any act is taken to enforce it; or
- (ii) a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries or over the whole or any substantial part of the assets of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries is appointed (except, in the case of a voluntary liquidation not involving insolvency of a Principal Subsidiary only, for the purpose of and followed by a consolidation, reorganisation, amalgamation, merger, reconstruction or transfer of assets to a Subsidiary of MPACT or a real estate investment trust or property trust fund or similar entity established by MPACT or any of its related corporations and such event is not likely to materially and adversely affect the ability of the Issuer or MPACT to perform or comply with its payment obligations under the Trust Deed or the Notes);
- (g) an order is made or an effective resolution is passed for the winding-up or termination of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries (except, in the case of a Principal Subsidiary only, for the purpose of and followed by a consolidation, reorganisation, amalgamation, merger, reconstruction or transfer of assets to a Subsidiary of MPACT or a real estate investment trust or property trust fund or similar entity established by MPACT or any of its related corporations and such event is not likely to materially and adversely affect the ability of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes);

- (h) the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries ceases or threatens to cease to carry on all or a substantial part of its business otherwise than for the purposes of such a consolidation, reorganisation, amalgamation, merger, reconstruction or transfer of assets to a Subsidiary of MPACT or a real estate investment trust or property trust fund or similar entity established by MPACT or any of its Subsidiaries and such event is not likely to materially and adversely affect the ability of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to perform or comply with its payment obligations under the Trust Deed or the Notes;
- (i) all or a substantial part of the assets of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) any of the Subsidiaries of the Issuer, MPACT or any of the Principal Subsidiaries is seized, compulsorily acquired, expropriated or nationalised;
- (j) any action, condition or thing (including the obtaining or holding of any necessary consent) at any time required to be taken, fulfilled or done in order (i) to enable each of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to lawfully enter into, exercise its rights and perform and comply with its obligations under the Trust Deed and the Notes, (ii) to ensure that those obligations are valid, legally binding and enforceable, (iii) to ensure that those obligations rank and will at all time rank in accordance with Condition 3.1 (*Status of the Notes*) or, as the case may be, Condition 3.2 (*Status of the Guarantee*), and (iv) to make the Trust Deed and the Notes admissible as evidence in the courts of Singapore, is not taken, fulfilled or done, or any such consent ceases to be in full force and effect without modification or any condition in or relating to any such consent is not complied with (unless that consent or condition is no longer required or applicable);
- (k) it is or will become unlawful for the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to perform or comply with any one or more of its payment obligations under the Trust Deed or the Notes;
- (l) the Trust Deed or the Notes ceases for any reason (or is claimed by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor not) to be the legal and valid obligations of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, binding upon it in accordance with its terms;
- (m) (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect;
- (n) if (i)(1) the MPACT Trustee resigns or is removed; (2) an order is made for the winding-up of the MPACT Trustee, a receiver, judicial manager, administrator, agent or similar officer of the MPACT 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 MPACT Trustee which prevents or restricts the ability of the MPACT Trustee to perform its obligations under any of the Trust Deed, Agency Agreement, the applicable CDP Deed of Covenant to which it is a party or any of the Notes and (ii) the replacement or substitute trustee of MPACT is not appointed in accordance with the terms of the MPACT Trust Deed;
- (o) the MPACT Manager is removed pursuant to the terms of the MPACT Trust Deed, and the replacement or substitute manager is not appointed in accordance with the terms of the MPACT Trust Deed; or

- (p) the MPACT Trustee loses its right to be indemnified out of the assets of MPACT in respect of any liability, claim, demand or action under or in connection with any of the Trust Deed, Agency Agreement, the applicable CDP Deed of Covenant 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 MPACT Trustee requiring the same to be remedied; or
- (q) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in paragraph (d), (e), (f), (g) or (h),

provided that in the case of (b) and (c), the Trustee shall have certified that, in its opinion, such event is materially prejudicial to the interests of the Noteholders.

## **10.2 Enforcement**

The Trustee (in consequence of an Event of Default or a material breach of the Trust Deed (where such breach continues for a period of 15 Business Days from the date on which the Trustee gives notice to the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor of such breach)) may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes, the Receipts or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## **11. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

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

## **12. PAYING AGENTS AND REGISTRAR**

The names of the initial Paying Agents and the Registrar and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar or any Paying Agent and/or appoint additional or other Paying Agents, Registrar or Transfer Agents and/or approve any change in the specified office through which any Paying Agent and/or Registrar and/or Transfer Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as there are outstanding Notes cleared through CDP, a CDP Paying Agent;

- (c) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority or entity, there will at all times be a Paying Agent, which may be the Principal Paying Agent, and a Transfer Agent, which may be the Registrar, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority or entity; and
- (d) so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, in the event that any of the Global Notes are exchanged for Notes in definitive form, there will at all times be a Paying Agent in Singapore. In addition, an announcement of such exchange will be made through the SGX-ST. Such announcement will include material information with respect to the delivery of the Definitive Notes, including details of the Paying Agent in Singapore.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (*General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14 (*Notices*).

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

### **13. EXCHANGE OF TALONS**

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

### **14. NOTICES**

All notices regarding Bearer Notes will be deemed to be validly given if published (which is expected to be the Financial Times, London Edition) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. As long as the Notes are listed on any stock exchange and the rules of the relevant stock exchange so require, in addition to any notice required in the Trust Deed, notices to holders of the Notes will also be published in a leading English language newspaper having general circulation in Singapore (which is expected to be The Business Times, Singapore Edition) or in any other city of the relevant stock exchange (as the case may be). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint

holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of (i) Euroclear and/or Clearstream be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream for communication by them to the holders of the Notes, (ii) CDP, be substituted for such publication in such newspaper(s) or such websites (A) (subject to the agreement of CDP) the delivery of the relevant notice to CDP for communication by them to the holders of the Notes, (B) the delivery of the relevant notice to the persons shown in the records maintained by the CDP on the fifth Business Day preceding the date of despatch of such notice as holding interests in the relevant Global Notes, or (C) for so long as the Notes are listed on the SGX-ST, the publication of the relevant notice on the website of the SGX-ST at <http://www.sgx.com> and, in addition, in the case of (i) and (ii) above, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on (x) the day after the day on which the said notice was given to Euroclear and/or Clearstream and/or CDP, (y) (in the case of Notes cleared through CDP) the date of despatch of such notice to the persons shown in the records maintained by CDP and/or (z) (in the case of Notes cleared through CDP) the date of publication of such notice on the website of the SGX-ST.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear, Clearstream and/or CDP, in each case in such manner as the Principal Paying Agent, the Registrar, Euroclear, Clearstream and/or CDP, as the case may be, may approve for this purpose.

## **15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

- 15.1 The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of

interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be two or more persons holding or representing not less than three-quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting two or more persons holding or representing not less than one-quarter in nominal amount of the Notes for the time being outstanding. The Trust Deed does not contain any provisions requiring higher quorums in any circumstances. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders and all relevant Couponholders, whether or not they are present at the meeting.

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

- (a) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Notes, the Receipts, the Coupons, the CDP Deeds of Covenant, the Trust Deed or the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons, the CDP Deeds of Covenant, the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or is required by Euroclear, Clearstream, CDP and/or any other clearing system in which the Notes may be held.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (**Notices**) as soon as practicable thereafter.

15.3 The Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or an error which, in the opinion of the Trustee, is proven, or is required by Euroclear, Clearstream, CDP and/or any other clearing system in which the Notes may be held. Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (**Notices**) as soon as practicable thereafter.

15.4 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for Noteholders of any other Series or individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent

already provided for in Condition 8 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

15.5 The Trustee may, without the consent of the Noteholders, agree with the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Receipts, the Coupons and the Trust Deed of another company being the Guarantor or a Subsidiary of MPACT, subject to:

- (i) except (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) in the case of the substitution of the Issuer by the Guarantor, the Notes being unconditionally and irrevocably guaranteed by the Guarantor;
- (ii) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution; and
- (iii) certain other conditions set out in the Trust Deed being complied with.

15.6 In addition, the Issuer and (where the issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, may substitute in place of DBS Trustee Limited (in its capacity as trustee of MPACT) (or of any previous substitute under this Condition 15.6) as (where the Issuer is not MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the principal debtor and as (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the guarantor under the Notes, the Receipts, the Coupons and the Trust Deed another company being appointed as the replacement or substitute trustee of MPACT (such substituted company being hereinafter called the **New MPACT Trustee**) in accordance with the terms of the MPACT Trust Deed, subject to:

- (i) the Trustee being provided with evidence to its satisfaction that the appointment of the New MPACT Trustee has been completed in accordance with the terms of the MPACT Trust Deed, including a copy of the deed supplemental to the MPACT Trust Deed providing for such appointment, a confirmation from the MPACT Manager that the Deposited Property (as defined in the MPACT Trust Deed) has been vested in the New MPACT Trustee, and an opinion from independent legal advisors of recognised standing to the effect such appointment of the New MPACT Trustee is legal, valid and binding on MPACT; and
- (ii) certain other conditions set out in the Trust Deed being complied with.

The Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer or, as the case may be, of the MPACT Manager stating that the appointment of the New MPACT Trustee has been completed in accordance with the terms of the MPACT Trust Deed and that the conditions set out in the Trust Deed for the substitution of the MPACT Trustee have been complied with and the Trustee shall be entitled to accept the certificate as sufficient evidence of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders.

Upon the execution of such documents and compliance with such requirements, the New MPACT Trustee shall be deemed to be named in the Notes, the Receipts, the Coupons and the Trust Deed as the principal debtor and, as the case may be, the guarantor in place of DBS Trustee Limited (in its capacity as trustee of MPACT) (or in place of the previous substitute under this Condition 15.6) under the Notes, the Receipts, the Coupons and the Trust Deed and the Notes, the Receipts, the Coupons and the Trust Deed shall be deemed to be modified in such manner as shall be necessary to give effect to the above provisions and, without limitation, references in the Notes, the Receipts, the Coupons and the Trust Deed to

DBS Trustee Limited (in its capacity as trustee of MPACT) (or in place of the previous substitute under this Condition 15.6) and/or the MPACT Trustee shall, unless the context otherwise requires, be deemed to be or include references to the New MPACT Trustee.

**16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND, WHERE APPLICABLE, THE GUARANTOR**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantor and/or any person or body corporate associated with the Issuer or the Guarantor and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, MPACT and/or any Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, Receiptholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

**17. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

**18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

No person shall have any right to enforce any term or condition of this Note under:

- (a) if the Notes are specified to be governed by English law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 1999; or
- (b) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore,

but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## 19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

### 19.1 Governing law

The Notes, the Receipts, the Coupons, the Trust Deed and any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons and the Trust Deed are governed by and shall be construed in accordance with:

- (a) if the Notes are specified to be governed by English law in the applicable Pricing Supplement, English law; or
- (b) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, Singapore law.

### 19.2 Submission to jurisdiction

The Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HKT-Co) the Guarantor irrevocably agrees, for the benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders, that:

- (a) if the Notes are specified to be governed by English law in the applicable Pricing Supplement, the courts of England; or
- (b) if the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, the courts of Singapore,

(the **Relevant Courts**) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons) and accordingly submits to the exclusive jurisdiction of the Relevant Courts.

The Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HKT-Co) the Guarantor waives any objection to the Relevant Courts on the grounds that they are an inconvenient or inappropriate forum. The Trustee, the Noteholders, the Receiptholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Trust Deed, the Notes, the Receipts and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and the Coupons) against the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HKT-Co) the Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

### 19.3 Appointment of Process Agent

- (a) If the Notes are specified to be governed by English law in the applicable Pricing Supplement, the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HKT-Co) the Guarantor appoints Mapletree UK Management Limited at its registered office at 4th Floor – Westworks, White City Place, 195 Wood Lane, London, W12 7FQ, United Kingdom as its agent for service of process, and undertakes that, in the event of Mapletree UK Management Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

- (b) If the Notes are specified to be governed by Singapore law in the applicable Pricing Supplement, the Issuer (in respect of MPACT HK-TCO only) appoints Mapletree Pan Asia Commercial Trust Management Ltd. at its registered office at 10 Pasir Panjang Road, #13-01 Mapletree Business City Singapore 117438 as its agent for service of process, and undertakes that, in the event of Mapletree North Asia Commercial Trust Management Ltd. ceasing so to act or ceasing to be registered in Singapore, it will appoint another person approved by the Trustee as its agent for service of process in Singapore in respect of any Proceedings.

Nothing in this Condition 19.3 (*Appointment of Process Agent*) shall affect the right to serve proceedings in any other manner permitted by law.

## **20. LIABILITY OF DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MPACT)**

- (a) Notwithstanding any provision to the contrary in the Trust Deed, the Notes, the Receipts and any Coupons, each of the Noteholders, the Receiptholders and the Couponholders acknowledges and agrees that DBS Trustee Limited (in its capacity as trustee of MPACT) has entered into the Trust Deed solely in its capacity as trustee of MPACT and not in DBS Trustee Limited's personal capacity and all references to the "Issuer" or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the "Guarantor" in the Trust Deed, the Notes, the Receipts and any Coupons shall be construed accordingly. As such, any liability of or indemnity, covenant, undertaking, representation and/or warranty given by DBS Trustee Limited (in its capacity as trustee of MPACT) under the Trust Deed, the Notes, the Receipts and any Coupons is given by DBS Trustee Limited in its capacity as trustee of MPACT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate shall be limited to the assets of MPACT over which DBS Trustee Limited (in its capacity as trustee of MPACT) has recourse, and shall not extend to any personal assets of DBS Trustee Limited or any assets held by DBS Trustee Limited as trustee for any trust (other than MPACT).
- (b) It is hereby agreed that DBS Trustee Limited's obligations under the Trust Deed, the Notes, the Receipts and any Coupons will be solely the corporate obligations of DBS Trustee Limited (in its capacity as trustee of MPACT) and there shall be no recourse against the shareholders, directors, officers or employees of DBS Trustee Limited 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, the Receipts and any Coupons. The foregoing shall not restrict or prejudice the rights and remedies of the Trustee, the Noteholders, the Receiptholders or the Couponholders in connection with any gross negligence, fraud, wilful default or breach of trust of DBS Trustee Limited.
- (c) For the avoidance of doubt, any legal action or proceedings commenced against DBS Trustee Limited (in its capacity as trustee of MPACT) whether in Singapore or elsewhere pursuant to the Trust Deed, the Notes, the Receipts and any Coupons shall be brought against DBS Trustee Limited in its capacity as trustee of MPACT and not in its personal capacity.
- (d) This Condition 20 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Notes, the Receipts and/or any Coupons.

## TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

*The following are the Terms and Conditions of the Perpetual Securities which will be incorporated by reference into each Global Perpetual Security (as defined below), each Definitive Bearer Perpetual Security (as defined below) and each Definitive Registered Perpetual Security (as defined below), but, in the case of Definitive Bearer Perpetual Securities and Definitive Registered Perpetual Securities, only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer, the Guarantor and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Bearer Perpetual Security or Definitive Registered Perpetual Security will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Perpetual Securities may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Perpetual Securities. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Perpetual Security and definitive Perpetual Security. Reference should be made to “Applicable Pricing Supplement for Perpetual Securities” for a description of the content of Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Perpetual Securities.*

This Perpetual Security is one of a Series (as defined below) of Perpetual Securities issued by MPACT Treasury Company Pte. Ltd. (**MPACT TCo**), Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. (**MPACT Spore-TCo**) or Mapletree North Asia Commercial Trust Treasury Company (HK SAR) Limited (**MPACT HK-TCo**), any additional issuer which has acceded to the Programme by executing an issuer letter of accession, and a supplemental English law trust deed, a supplemental Singapore law trust deed and a supplemental agency agreement in accordance with the terms of the English law Trust Deed (as defined below), the Singapore law Trust Deed (as defined below) and Agency Agreement (as defined below) (each a **New Issuer**), or DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust (**MPACT**)) (**MPACT Trustee** and, together with MPACT TCo, MPACT HK-TCo and MPACT Spore-TCo and each New Issuer, the **Issuers** and each an **Issuer**) (as specified in the applicable Pricing Supplement) constituted by a **Trust Deed**, which expression in these Terms and Conditions shall mean:

- (a) if the Perpetual Securities are specified to be governed by English law in the applicable Pricing Supplement, the English law Trust Deed dated 27 September 2022 (the **English law Trust Deed**) made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (in its capacity as an Issuer and, in its capacity as a guarantor of the Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo and MPACT HK-TCo (in such capacity, the **Guarantor**)) and HSBC Institutional Trust Services (Singapore) Limited (the **Trustee**, which expression shall include any successor as Trustee), and as further modified and/or supplemented and/or restated from time to time; or
- (b) if the Perpetual Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the Singapore law Trust Deed dated 27 September 2022 (the **Singapore law Trust Deed**) made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (both in its capacity as an Issuer and the Guarantor) and the Trustee, which incorporates the provisions of the English law Trust Deed (subject to certain modifications and amendments required under Singapore law), and as further modified and/or supplemented and/or restated from time to time.

These Terms and Conditions (the **Conditions**) include summaries of, and are subject to, the detailed provisions of the Trust Deed.

The English law Trust Deed and the Singapore law Trust Deed contain provisions for New Issuers to accede to the English law Trust Deed and the Singapore law Trust Deed, respectively, in order to become an Issuer.

References herein to the **Perpetual Securities** shall be references to the Perpetual Securities of this Series and shall mean:

- (a) in relation to any Perpetual Securities represented by a global Perpetual Security (a **Global Perpetual Security**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Perpetual Security in bearer form (each a **Bearer Global Perpetual Security**);
- (c) any Global Perpetual Security in registered form (each a **Registered Global Perpetual Security**);
- (d) any definitive Perpetual Securities in bearer form (**Definitive Bearer Perpetual Securities** and, together with Bearer Global Perpetual Securities, the **Bearer Perpetual Securities**) issued in exchange for a Global Perpetual Security in bearer form; and
- (e) any definitive Perpetual Securities in registered form (**Definitive Registered Perpetual Securities** and, together with Registered Global Perpetual Securities, the **Registered Perpetual Securities**) (whether or not issued in exchange for a Global Perpetual Security in registered form).

The Perpetual Securities and the Coupons (as defined below) have the benefit of the Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 27 September 2022 and made between MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and the MPACT Trustee (both in its capacity as an Issuer and the Guarantor), the Trustee, The Hongkong and Shanghai Banking Corporation Limited as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), The Hongkong and Shanghai Banking Corporation Limited as registrar (the **Registrar**, which expression shall include any successor registrar) and transfer agent and the other transfer agents named therein (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agents) and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as agent in Singapore solely for the purposes of and in connection with Perpetual Securities cleared or to be cleared through The Central Depository (Pte) Limited (**CDP**) (the **CDP Paying Agent**, which expression shall include any successor agent in Singapore). The Agency Agreement contains provisions for New Issuers to accede to the Agency Agreement in order to become an Issuer. The Principal Paying Agent, Paying Agents, Registrar, Transfer Agents, CDP Paying Agent and calculation agent(s) for the time being (if any) are being together referred to as the **Agents**.

For the purposes of these Terms and Conditions (the **Conditions**), all references:

- (i) to the **“Principal Paying Agent”** shall, with respect to a Series of Perpetual Securities to be held in the computerised system operated by CDP, be deemed to be a reference to the CDP Paying Agent; and
- (ii) to the **“Issuer”** shall be to the relevant Issuer of the Perpetual Securities as specified in the applicable Pricing Supplement,

and all such references shall be construed accordingly.

Definitive Bearer Perpetual Securities have distribution coupons (**Coupons**) and talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Perpetual Securities and Registered Perpetual Securities do not have Coupons or Talons attached on issue.

The final terms for this Perpetual Security (or the relevant provisions thereof) are set out in the Pricing Supplement attached to or endorsed on this Perpetual Security which supplement these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Perpetual Security. References to the **applicable Pricing Supplement** are to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Perpetual Security.

The Trustee acts for the benefit of the holders for the time being of the Perpetual Securities (the **Securityholders** or **holders** in relation to any Perpetual Securities, which expression shall mean, in the case of Bearer Perpetual Securities, the holders of the Perpetual Securities and, in the case of Registered Perpetual Securities, the persons in whose name the Perpetual Securities are registered and shall, in relation to any Perpetual Securities represented by a Global Perpetual Security, be construed as provided below) in accordance with the provisions of the Trust Deed. Any reference herein to Couponholders shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Perpetual Securities which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Perpetual Securities together with any further Tranche or Tranches of Perpetual Securities which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Distribution Commencement Dates, the date of the first payment of distribution thereon and/or Issue Prices.

Where the Perpetual Securities are cleared through CDP, the Securityholders and the Couponholders are entitled to the benefit of the CDP Deed of Covenant dated 27 September 2022 made by MPACT TCo where the Issuer is MPACT TCo, the CDP Deed of Covenant dated 27 September 2022 made by MPACT Spore-TCo where the Issuer is MPACT Spore-TCo, the CDP Deed of Covenant dated 27 September 2022 made by MPACT HK-TCo where the Issuer is MPACT HK-TCo the CDP Deed of Covenant dated 27 September 2022 made by the MPACT Trustee where the Issuer is the MPACT Trustee or, as the case may be, the CDP Deed of Covenant to be made by such New Issuer where the Issuer is a New Issuer, each as may be amended and/or supplemented and/or restated from time to time (together, the **CDP Deeds of Covenant**).

Upon prior written request and subject to the provision of evidence satisfactory to the Trustee, the Paying Agents and/or the Registrar as to holding and identity, copies of the Trust Deed, the Agency Agreement and the CDP Deeds of Covenant are available (i) during normal business hours at the specified office of the Trustee being at 10 Marina Boulevard, #46-01 Marina Bay Financial Centre Tower 2, Singapore 018983 and at the specified office of each of the Paying Agents and the Registrar or (ii) through electronic mail from the Trustee, any Paying Agent and/or the Registrar. Copies of the applicable Pricing Supplement are available for viewing at the registered office of the Issuer and each of the Paying Agents provided that Securityholders must produce evidence satisfactory to the Issuer, the Trustee and the relevant Paying Agent or (in the case of Registered Perpetual Securities) the Registrar as to its holding of such Perpetual Securities and identity. The Securityholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement, the applicable CDP Deed of Covenant and the applicable Pricing Supplement which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

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

## 1. FORM, DENOMINATION AND TITLE

The Perpetual Securities are issued either in bearer form or in registered form, as specified in the applicable Pricing Supplement and, in the case of Definitive Bearer Perpetual Securities, serially numbered, in the Specified Currency and the Specified Denomination(s). Bearer Perpetual Securities of one Specified Denomination may not be exchanged for Bearer Perpetual Securities of another Specified Denomination and Bearer Perpetual Securities may not be exchanged for Registered Perpetual Securities and *vice versa*.

This Perpetual Security may be a Fixed Rate Perpetual Security, a Floating Rate Perpetual Security, an Index Linked Distribution Perpetual Security, a Dual Currency Distribution Perpetual Security or a combination of any of the foregoing, depending upon the Distribution Basis shown in the applicable Pricing Supplement.

This Perpetual Security may be an Index Linked Redemption Perpetual Security, a Dual Currency Redemption Perpetual Security, a Partly Paid Perpetual Security or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Perpetual Securities are issued with Coupons attached.

Subject as set out below, title to the Bearer Perpetual Securities and Coupons will pass by delivery and title to the Registered Perpetual Securities will pass on registration of transfers in accordance with the Agency Agreement. The Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agents, the Transfer Agents (in the case of Registered Perpetual Securities), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Perpetual Securities) and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Perpetual Security or Coupon and the registered holder of any Registered Perpetual Security as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Perpetual Security, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Perpetual Securities is represented by a Global Perpetual Security held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream**), and/or CDP, each person (other than Euroclear, Clearstream or CDP) who is for the time being shown in the records of Euroclear, Clearstream or CDP as the holder of a particular nominal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear, Clearstream or CDP as to the nominal 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 Perpetual Securities not cleared through CDP, for manifest error) shall be treated by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agents, the Transfer Agents (in the case of Registered Perpetual Securities), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Perpetual Securities) and the Trustee as the holder of such nominal amount of such Perpetual Securities for all purposes other than with respect

to the payment of principal or distribution on such nominal amount of such Perpetual Securities, for which purpose the bearer of the relevant Bearer Global Perpetual Security or the registered holder of the relevant Registered Global Perpetual Security shall be treated by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Paying Agent, the Transfer Agents (in the case of Registered Perpetual Securities), the CDP Paying Agent (if applicable), the Registrar (in the case of Registered Perpetual Securities) and the Trustee as the holder of such nominal amount of such Perpetual Securities in accordance with and subject to the terms of the relevant Global Perpetual Security and the expressions Securityholder and holder of Perpetual Securities and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Perpetual Securities as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Perpetual Securities which are represented by a Global Perpetual Security will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream and/or CDP, as the case may be. References to Euroclear, Clearstream and CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

## **2. TRANSFER OF REGISTERED PERPETUAL SECURITIES**

### **2.1 Transfers of interests in Registered Global Perpetual Securities**

Transfers of beneficial interests in Registered Global Perpetual Securities will be effected by Euroclear, Clearstream or CDP, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Perpetual Security will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Perpetual Securities in definitive form or for a beneficial interest in another Registered Global Perpetual Security only in the authorised denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear, Clearstream or CDP, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Perpetual Security registered in the name of a nominee of a common depository for Euroclear, Clearstream or CDP shall be limited to transfers of such Registered Global Perpetual Security, in whole but not in part, to another nominee of Euroclear, Clearstream or CDP (as the case may be) or to a successor of Euroclear, Clearstream or CDP (as the case may be) or such successor's nominee.

## **2.2 Transfers of Registered Perpetual Securities in definitive form**

Subject as provided in Condition 2.3 (*Registration of transfer upon partial redemption*) Condition 2.5 (*Closed periods*) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Perpetual Security may be transferred in whole or in part (in the authorised denominations set out in the applicable Pricing Supplement). In order to effect any such transfer:

- (i) the holder or holders must:
  - (A) surrender the Registered Perpetual Security for registration of the transfer of the Registered Perpetual Security (or the relevant part of the Registered Perpetual Security) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and
  - (B) complete and deposit such other certifications as may be required by the relevant Transfer Agent; and
- (ii) the relevant Transfer Agent must be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar and the relevant Transfer Agent is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), deliver, at its specified office, to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Perpetual Security in definitive form of a like aggregate nominal amount to the Registered Perpetual Security (or the relevant part of the Registered Perpetual Security) transferred. In the case of the transfer of part only of a Registered Perpetual Security in definitive form, a new Registered Perpetual Security in definitive form in respect of the balance of the Registered Perpetual Security not transferred will be so delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Perpetual Securities under Condition 5 (*Redemption and Purchase*), the Issuer shall not be required to register or procure registration of the transfer of any Registered Perpetual Security, or part of a Registered Perpetual Security, called for partial redemption.

## **2.4 Costs of registration**

Securityholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer shall require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## 2.5 Closed periods

No Securityholder may require the transfer of a Registered Perpetual Security to be registered during the period of (i) 15 days ending on (and including) the due date for redemption of that Perpetual Security, (ii) during the period of 15 days before (and including) any date on which Perpetual Securities may be called for redemption by the Issuer pursuant to Condition 5(d) (*Redemption at the Option of the Issuer*) and (iii) 15 days ending on (and including) any Distribution Payment Date.

## 2.6 Exchanges and transfers of Registered Perpetual Securities generally

Holders of Definitive Registered Perpetual Securities may exchange such Perpetual Securities for interests in a Registered Global Perpetual Security of the same type at any time.

## 3. STATUS OF THE PERPETUAL SECURITIES AND THE GUARANTEE IN RESPECT OF THE PERPETUAL SECURITIES

(a) **Senior Perpetual Securities:** This Condition 3(a) (*Senior Perpetual Securities*) applies to Perpetual Securities that are specified in the applicable Pricing Supplement to be Senior Perpetual Securities.

(i) **Status of Senior Perpetual Securities:** The Senior Perpetual Securities and the Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

(ii) **Guarantee of Senior Perpetual Securities:** The payment of all sums expressed to be payable by the Issuer (unless the Issuer is the MPACT Trustee) under the Trust Deed, the Senior Perpetual Securities and the Coupons relating to them are unconditionally 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 constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and rank *pari passu* and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

(b) **Subordinated Perpetual Securities:** This Condition 3(b) (*Subordinated Perpetual Securities*) applies to Perpetual Securities that are specified in the applicable Pricing Supplement to be Subordinated Perpetual Securities.

(i) **Status of Subordinated Perpetual Securities:** The Subordinated Perpetual Securities and the Coupons relating to them constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves and with any Parity Obligations (as defined in the applicable Pricing Supplement) of the Issuer. The rights and claims of the Securityholders in respect of the Subordinated Perpetual Securities are subordinated as provided in this Condition 3(b) (*Subordinated Perpetual Securities*).

- (ii) **Ranking of claims on Winding-Up – Issuer (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo):** 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 (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo), 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.
- (iii) **Set-off – Issuer (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo):** Subject to applicable law, no Securityholder or Couponholder 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 any Coupons relating to them, and each Securityholder or Couponholder shall, by virtue of his holding of any Subordinated Perpetual Securities or any 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 Securityholder or Couponholder 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 Securityholder or Couponholder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its Winding-Up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.
- (iv) **Guarantee of Subordinated Perpetual Securities:** The payment of all sums expressed to be payable by the Issuer (unless the Issuer is the MPACT Trustee) under the Trust Deed, 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 under the Subordinated Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor constitute direct, unconditional, unsecured and subordinated obligations of the Guarantor and rank *pari passu* with any Parity Obligations of the Guarantor. The rights and claims of the Securityholders and Couponholders in respect of the Guarantee are subordinated as provided in this Condition 3(b) (*Subordinated Perpetual Securities*).
- (v) **Ranking of claims on Winding-Up – MPACT:** Subject to the insolvency laws of the jurisdiction of constitution of MPACT and other applicable laws, in the event of the Winding-Up of MPACT, the rights of the Securityholders and Couponholders to payment of principal of and distribution on (where the Issuer is the MPACT Trustee) the Subordinated Perpetual Securities and the Coupons relating to them or the Subordinated Guarantee, as the case may be, are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the MPACT Trustee but at least *pari passu* with all other subordinated obligations of the MPACT Trustee that are not expressed by their terms to rank junior to (where the Issuer is the MPACT Trustee) the Subordinated Perpetual Securities or the Subordinated Guarantee, as the case may be, and in priority to the claims of Unitholders of MPACT and/or as otherwise specified in the applicable Pricing Supplement.

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

#### **4. DISTRIBUTIONS AND OTHER CALCULATIONS**

##### **4.1 Distribution on Fixed Rate Perpetual Securities**

Each Fixed Rate Perpetual Security confers a right to receive distribution from (and including) the Distribution Commencement Date at the rate(s) per annum equal to the Rate(s) of Distribution. Distribution will be payable in arrear on the Distribution Payment Date(s) in each year up to (and including) the due date for redemption. The Rate(s) of Distribution may be reset in the manner provided in the applicable Pricing Supplement.

If the Perpetual Securities are in definitive form, except as provided in the applicable Pricing Supplement, the amount of distribution payable on each Distribution Payment Date in respect of the Fixed Distribution Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of distribution on any Distribution Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in the Conditions:

**Fixed Distribution Period** means the period from (and including) a Distribution Payment Date (or the Distribution Commencement Date) to (but excluding) the next (or first) Distribution Payment Date.

Except in the case of Perpetual Securities in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, distribution shall be calculated in respect of any period by applying the Rate of Distribution to:

- (A) in the case of Fixed Rate Perpetual Securities which are represented by a Global Perpetual Security, the aggregate outstanding nominal amount of the Fixed Rate Perpetual Securities represented by such Global Perpetual Security (or, if they are Partly Paid Perpetual Securities, the aggregate amount paid up); or

- (B) in the case of Fixed Rate Perpetual Securities in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Perpetual Security in definitive form is a multiple of the Calculation Amount, the amount of distribution payable in respect of such Fixed Rate Perpetual Security shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding; and

**Day Count Fraction** means, in respect of the calculation of an amount of distribution in accordance with this Condition 4.1 (*Distribution on Fixed Rate Perpetual Securities*):

- (a) if “**Actual/Actual (ICMA)**” is specified in the applicable Pricing Supplement:
- (i) in the case of Perpetual Securities where the number of days in the relevant period from (and including) the most recent Distribution Payment Date (or, if none, the Distribution Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
  - (ii) in the case of Perpetual Securities where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (b) if “**30/360**” is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Distribution Payment Date (or, if none, the Distribution Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (c) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the period from (and including) the most recent Distribution Payment Date (or, if none, the Distribution Commencement Date) to (but excluding) the relevant Distribution Payment Date divided by 365.

In the Conditions, the following expressions have the following meanings:

**Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Distribution Commencement Date or the final Distribution Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

#### **4.2 Distribution on Floating Rate Perpetual Securities and Index Linked Distribution Perpetual Securities**

##### **(a) Distribution Payment Dates**

Each Floating Rate Perpetual Security and Index Linked Distribution Perpetual Security confers a right to receive distribution from (and including) the Distribution Commencement Date and such distribution will be payable in arrear on either:

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

Such distribution will be payable in respect of each Distribution Period (which expression shall, in the Conditions, mean the period from (and including) a Distribution Payment Date (or the Distribution Commencement Date) to (but excluding) the next (or first) Distribution Payment Date or the relevant payment date if the Perpetual Securities become payable on a date other than a Distribution Payment Date).

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

- (A) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii) above, the Floating Rate Convention, such Distribution Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Distribution Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Distribution Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Distribution Payment Date occurred; or

- (B) the Following Business Day Convention, such Distribution Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Distribution Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Distribution Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Distribution Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, **Business Day** means:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Singapore, Hong Kong, London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Pricing Supplement; and
- (b) if TARGET2 System is specified as an Additional Business Centre in the applicable Pricing Supplement, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open; and
- (c) either (i) in relation to any sum payable in a Specified Currency other than euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open or (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in the Offshore Renminbi Centre(s).

(b) **Rate of Distribution**

The Rate(s) of Distribution payable from time to time in respect of Floating Rate Perpetual Securities and Index Linked Distribution Perpetual Securities will be determined and may be reset in the manner specified in the applicable Pricing Supplement.

(i) **ISDA Determination for Floating Rate Perpetual Securities**

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Distribution is to be determined, the Rate of Distribution for each Distribution Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for a Distribution Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement

incorporating (x) if “2006 ISDA Definitions” is specified in the applicable Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (**ISDA**) and as amended and updated as at the Issue Date of the first Tranche of the Perpetual Securities; or (y) if “2021 ISDA Definitions” is specified in the applicable Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of Perpetual Securities (together, the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is a period specified in the applicable Pricing Supplement;
- (C) the relevant Reset Date is the day specified in the applicable Pricing Supplement; and
- (D) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the applicable Pricing Supplement:
  - (i) Compounding with Lookback;
  - (ii) Compounding with Observation Period Shift; or
  - (iii) Compounding with Lockout.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the applicable Pricing Supplement.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Averaging with Lookback, Averaging with Observation Period Shift, Averaging with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Distribution shall be deemed to be zero.

- (ii) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being EURIBOR, HIBOR or CNH HIBOR

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Distribution is to be determined, the Rate of Distribution for each Distribution Period will, subject as provided below, be either:

- (A) the offered quotation; or

- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR, or Hong Kong time, in the case of HIBOR) or 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then 2.30 p.m. (Hong Kong time) (in the case of CNH HIBOR) on the Distribution Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Distribution in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Distribution shall be deemed to be zero.

- (iii) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being Compounded Daily SOFR or Compounded Index SOFR (in which case such Perpetual Security will be a **SOFR Perpetual Security**):

- (A) For each Floating Rate Perpetual Security where the Reference Rate is specified as being Compounded Daily SOFR, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily SOFR plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).

- (1) For the purposes of this Condition 4.2(b)(iii)(A):

**Compounded Daily SOFR** means, with respect to an Distribution Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**Applicable Period** means, in relation to an Distribution Period:

- (a) (where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Observation Period relating to such Distribution Period; and
- (b) (where “Lookback” or “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) such Distribution Period;

**d** means the number of calendar days in the relevant Applicable Period;

**d<sub>o</sub>** means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period;

**i** means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the Applicable Period;

**Distribution Determination Date** means, with respect to a Rate of Distribution and Distribution Period:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the Rate Cut-off Date; and
- (b) (where “Lookback” or “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the end of each Observation Period,

unless otherwise specified in the applicable Pricing Supplement;

**n<sub>i</sub>** means, for any U.S. Government Securities Business Day “i”, the number of calendar days from (and including) such U.S. Government Securities Business Day “i” up to (but excluding) the following U.S. Government Securities Business Day;

**Non-Reset Date** means, each U.S. Government Securities Business Day “i” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**Observation Period** means, for the relevant Distribution Period, the period from (and including) the date falling “p” U.S. Government Securities Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) to (but excluding) the date falling “p” U.S. Government Securities Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling “p” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Perpetual Securities become due and payable);

***p*** means the number of U.S. Government Securities Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five U.S. Government Securities Business Days);

**Rate Cut-Off Date** means:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) in relation to any Distribution Period, the date falling “*p*” U.S. Government Securities Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Perpetual Securities become due and payable); and
- (b) in any other circumstances, no Rate Cut-Off Date shall apply;

**SOFR<sub>*i*</sub>** means, in respect of any U.S. Government Securities Business Day “*r*” in the Applicable Period, the SOFR Reference Rate for the SOFR Determination Date in relation to such U.S. Government Securities Business Day “*r*”, provided that where “Lockout” is specified as the Observation Method, SOFR<sub>*i*</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be SOFR<sub>*i*</sub> as determined in relation to the Rate Cut-Off Date;

**SOFR Determination Date** means, in respect of any U.S. Government Securities Business Day “*r*”:

- (a) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement, the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days prior to such U.S. Government Securities Business Day “*r*”; and
- (b) otherwise, such U.S. Government Securities Business Day “*r*”;

**SOFR Reference Rate** means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily SOFR as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) published at or around 3:00 p.m. (New York City time) on the New York Federal Reserve’s Website on the next succeeding U.S. Government Securities Business Day for trades made on such U.S. Government Securities Business Day; and

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (**SIFMA**) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (2) Subject to Condition 4.2(h) (*Benchmark Discontinuation*), if, in respect of the determination of SOFR<sub>*i*</sub> for any U.S. Government Securities Business Day in the relevant Applicable Period, the Calculation Agent determines that the relevant SOFR Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SOFR Reference Rate shall be SOFR published on the New York Federal Reserve’s Website on the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve’s Website;

- (B) For each Floating Rate Perpetual Security where the Reference Rate is specified as being Compounded Index SOFR, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Index SOFR plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).

- (1) For the purposes of this Condition 4.2(b)(iii)(B):

**Compounded Index SOFR** means, with respect to a Distribution Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left( \frac{\text{SOFR Index}_{end}}{\text{SOFR Index}_{start}} - 1 \right) \times \frac{360}{d}$$

where:

**d** means the number of calendar days in the relevant Observation Period;

**Observation Period** means, for the relevant Distribution Period, the period from (and including) the date falling “*p*” U.S. Government Securities Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) to (but excluding) the date falling “*p*” U.S. Government Securities Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Perpetual Securities become due and payable);

**p** means the number of U.S. Government Securities Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five U.S. Government Securities Business Days);

**SOFR Index Value** means, with respect to any U.S. Government Securities Business Day:

- (A) the SOFR Index published for such U.S. Government Securities Business Day as such value appears on the Federal Reserve Bank of New York’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value appears on the Federal Reserve Bank of New York’s Website on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SOFR Index Value in relation to such U.S. Government Securities Business Day; or

- (B) if the index in sub-paragraph (A) is not published or displayed by the administrator of the SOFR rate or other information service on the relevant Distribution Determination Date as specified in the relevant Pricing Supplement, the Reference Rate for the applicable Distribution Period for which the index is not available shall be Compounded Daily SOFR, and for these purposes, the Observation Method shall be deemed to be “Observation Shift” and “*p*” shall be as set out in the applicable Pricing Supplement as if the Reference Rate is specified as being Compounded Daily SOFR and these alternative elections had been made;

“**SOFR Index<sub>end</sub>**” means the SOFR Index Value on the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days before the Distribution Payment Date relating to the relevant Distribution Period (or in the case of the final Distribution Period, the Maturity Date); and

“**SOFR Index<sub>start</sub>**” means the SOFR Index Value on the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days before the first day of the relevant Distribution Period;

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (**SIFMA**) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities,

- (C) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 4.2(h) (*Benchmark Discontinuation*), the Rate of Distribution shall be:
- (i) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Applicable Period from that which applied to the last preceding Applicable Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or
  - (ii) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to such SOFR Perpetual Securities for the first Distribution Period had the SOFR Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin and any Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).

- (D) If the SOFR Perpetual Securities become due and payable in accordance with Condition 9 (*Non-Payment*), the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SOFR Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the relevant SOFR formula) and the Rate of Distribution on such SOFR Perpetual Securities shall, for so long as any such SOFR Perpetual Security remains outstanding, be that determined on such date.
- (iv) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being the Singapore Overnight Rate Average Overnight Indexed Swap (**SORA-OIS**):
  - (A) Each Floating Rate Perpetual Security where the Reference Rate is specified as being SORA-OIS (in which case such Perpetual Security will be a **SORA-OIS Perpetual Security**) confers a right to receive distribution at a floating rate determined by reference to SORA-OIS as specified in the applicable Pricing Supplement.
  - (B) The Rate of Distribution payable from time to time in respect of each SORA-OIS Perpetual Security under this Condition 4.2(b)(iv) will be determined by the Principal Paying Agent on the basis of the following provisions:
    - (i) 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 as being the rate which appears on the Reuters Screen PYSGD4 page under the column headed "SORA SWAP" for "Ask" rate (or such other substitute page thereof or if there is no substitute page, the screen page which is the generally accepted page used by market participants at that time as determined by an independent financial institution (which is appointed by the Issuer and notified to the Principal Paying Agent and the Calculation Agent)) at or about the Relevant Time on such Distribution Determination Date and for a period equal to the duration of such Distribution Period plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any); and
    - (ii) if on any Distribution Determination Date the Calculation Agent is otherwise unable to determine the Rate of Distribution under paragraph (aa) above, the Rate of Distribution shall be the Rate of Distribution determined as at the preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period).

- (C) 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.
- (v) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being Compounded Daily SORA:
- (A) For each Floating Rate Perpetual Security where the Reference Rate is specified as being Compounded Daily SORA (**SORA Perpetual Securities**), the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Margin:
- (a) where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

**d** is the number of calendar days in the relevant Distribution Period;

**d<sub>o</sub>**, for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

**i**, for the relevant Distribution Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

**Distribution Determination Date** means the Singapore Business Day immediately following the Rate Cut-off Date;

**n<sub>i</sub>**, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

***p*** means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Rate Cut-Off Date** means, with respect to a Rate of Distribution and Distribution Period, the date falling “*p*” Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “*i*”;

**SORA<sub>i</sub>** means, in respect of any Singapore Business Day “*i*” falling in the relevant Distribution Period:

- (a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the **Suspension Period SORA<sub>i</sub>**) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA<sub>i</sub> shall apply to each day falling in the relevant Suspension Period;

**SORA Reset Date** means, in relation to any Distribution Period, each Singapore Business Day during such Distribution Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Distribution Period; and

**Suspension Period** means, in relation to any Distribution Period, the period from (and including) the date falling “*p*” Singapore Business Day prior to the Distribution Payment Date in respect of the relevant Distribution Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Period.

- (b) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to an Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SORA}_{i-pSBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

**d** is the number of calendar days in the relevant Distribution Period;

**d<sub>o</sub>**, for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

**i**, for the relevant Distribution Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

**Distribution Determination Date** means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period;

**n<sub>i</sub>**, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

**Observation Period** means, for the relevant Distribution Period, the period from, and including, the date falling “p” Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling “p” Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling “p” Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

**p** means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “*i*”; and

**SORA<sub>*i* - *p*SBD</sub>** means, in respect of any Singapore Business Day falling in the relevant Distribution Period, the reference rate equal to SORA in respect of the Singapore Business Day falling “*p*” Singapore Business Days prior to the relevant Singapore Business Day “*i*”.

- (c) where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement:

**Compounded Daily SORA** means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

**d** is the number of calendar days in the relevant Observation Period;

**d<sub>o</sub>**, for any Distribution Period, is the number of Singapore Business Days in the relevant Observation Period;

***i***, for the relevant Distribution Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

**Distribution Determination Date** means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period;

$n_i$ , for any Singapore Business Day “ $i$ ”, is the number of calendar days from and including such Singapore Business Day “ $i$ ” up to but excluding the following Singapore Business Day;

**Observation Period** means, for the relevant Distribution Period, the period from, and including, the date falling “ $p$ ” Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling “ $p$ ” Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling “ $p$ ” Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

$p$  means the number of Singapore Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Singapore Business Days);

**Singapore Business Days** or **SBD** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

**SORA** means, in respect of any Singapore Business Day “ $i$ ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the **Relevant Screen Page**) on the Singapore Business Day immediately following such Singapore Business Day “ $i$ ”; and

**SORA <sub>$i$</sub>**  means, in respect of any Singapore Business Day “ $i$ ” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

- (B) Subject to Condition 4.2(h) (*Benchmark Discontinuation*), if by 5:00 p.m. (Singapore time) on the Singapore Business Day immediately following such Singapore Business Day “ $i$ ”, SORA in respect of such Singapore Business Day “ $i$ ” has not been published and a Benchmark Event has not occurred, then SORA for that Singapore Business Day “ $i$ ” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (C) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement), subject to Condition 4.2(h) (*Benchmark Discontinuation*), the Rate of Distribution shall be:
  - (i) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Rate of

Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or

- (ii) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to such SORA Perpetual Securities for the first Distribution Period had the SORA Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin and any Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).
- (D) If the SORA Perpetual Securities become due and payable in accordance with Condition 9 (*Non-Payment*), the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA formula) and the Rate of Distribution on such SORA Perpetual Securities shall, for so long as any such SORA Perpetual Security remains outstanding, be that determined on such date.
- (vi) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being the Tokyo Overnight Average Rate (TONA):
  - (A) For each Floating Rate Perpetual Security where the Reference Rate is specified as being Compounded Daily TONA, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily TONA plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).
  - (B) For the purposes of this Condition 4.2(b)(vi):

**Compounded Daily TONA** means, with respect to an Distribution Period, the rate of return of a daily compound interest investment (with the daily rate of the day-to-day interbank Japanese Yen market in Tokyo as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

**Applicable Period** means, in relation to an Distribution Period:

- (a) (where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Observation Period relating to such Distribution Period; and
- (b) (where “Lookback” or “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) such Distribution Period;

**d** means the number of calendar days in the relevant Applicable Period;

**d<sub>o</sub>** means, for the relevant Applicable Period, the number of Tokyo Business Days in such Applicable Period;

**i** means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Tokyo Business Day in chronological order from (and including) the first Tokyo Business Day in the Applicable Period;

**Distribution Determination Date** means, with respect to a Rate of Distribution and Distribution Period:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the Tokyo Business Day immediately following the Rate Cut-off Date; and
- (b) (where “Lookback” or “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement) the Tokyo Business Day immediately following the end of each Observation Period,

unless otherwise specified in the applicable Pricing Supplement;

**n<sub>i</sub>** means, for any Tokyo Business Day “i”, the number of calendar days from (and including) such Tokyo Business Day “i” up to (but excluding) the following Tokyo Business Day;

**Non-Reset Date** means, each Tokyo Business Day “i” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**Observation Period** means, for the relevant Distribution Period, the period from (and including) the date falling “p” Tokyo Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) to (but excluding) the date falling “p” Tokyo Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling “p” Tokyo Business Days prior to such earlier date, if any, on which the TONA Perpetual Securities become due and payable);

**p** means the number of Tokyo Business Days specified in the applicable Pricing Supplement (or, if no such number is specified, five Tokyo Business Days);

**Rate Cut-Off Date** means:

- (a) (where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement) in relation to any Distribution Period, the date falling “*p*” Tokyo Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling “*p*” Tokyo Business Days prior to such earlier date, if any, on which the TONA Perpetual Securities become due and payable); and
- (b) in any other circumstances, no Rate Cut-Off Date shall apply;

**Tokyo Business Day** means any day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealing in foreign exchange and foreign currency deposits) in Tokyo.

**TONA<sub>*i*</sub>** means, in respect of any Tokyo Business Day “*i*” in the Applicable Period, the TONA Reference Rate for the TONA Determination Date in relation to such Tokyo Business Day “*i*”, provided that where “Lockout” is specified as the Observation Method, TONA<sub>*i*</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be TONA<sub>*i*</sub> as determined in relation to the Rate Cut-Off Date;

**TONA Determination Date** means, in respect of any Tokyo Business Day “*i*”:

- (a) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement, the Tokyo Business Day falling “*p*” Tokyo Business Days prior to such Tokyo Business Day “*i*”; and
- (b) otherwise, such Tokyo Business Day “*i*”;

**TONA Reference Rate** means, in respect of any Tokyo Business Day, a reference rate equal to the daily Tokyo Overnight Average Rate, as published by the Bank of Japan (or any successor administrator) or as otherwise published by such authorised distributors, on the Tokyo Business Day immediately following such Tokyo Business Day; and

- (C) Subject to Condition 4.2(h) (*Benchmark Discontinuation*), if, in respect of the determination of TONA<sub>*i*</sub> for any Tokyo Business Day in the relevant Applicable Period, the Calculation Agent determines that the relevant TONA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such TONA Reference Rate shall be the TONA Reference Rate for the last Tokyo Business Day for which such rate was provided by the Bank of Japan (or any successor administrator) or published by authorised distributors;

- (D) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 4.2(h) (*Benchmark Discontinuation*), the Rate of Distribution shall be:
- (i) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Applicable Period from that which applied to the last preceding Applicable Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or
  - (ii) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to such TONA Perpetual Securities for the first Distribution Period had the TONA Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin and any Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).
- (E) If the TONA Perpetual Securities become due and payable in accordance with Condition 9 (*Non-Payment*), the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such TONA Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the relevant TONA formula) and the Rate of Distribution on such TONA Perpetual Securities shall, for so long as any such TONA Perpetual Security remains outstanding, be that determined on such date.
- (vii) If the Reference Rate from time to time in respect of Floating Rate Perpetual Securities is specified in the applicable Pricing Supplement as being other than EURIBOR, HIBOR, CNH HIBOR, Compounded Daily SOFR, Compounded Index SOFR, SORA-OIS, Compounded Daily SORA or TONA, the Rate of Distribution in respect of such Perpetual Securities will be determined as provided in the applicable Pricing Supplement.

Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Distribution shall be deemed to be zero.

In the Conditions:

**Reference Rate** means the rate specified in the applicable Pricing Supplement;

**Relevant Screen Page** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Pricing Supplement or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate; and

**Relevant Time** means 11.00 a.m. (Singapore time).

(c) **Minimum Rate of Distribution and/or Maximum Rate of Distribution**

If the applicable Pricing Supplement specifies a Minimum Rate of Distribution for any Distribution Period, then, in the event that the Rate of Distribution in respect of such Distribution Period determined in accordance with the provisions of Condition 4.2(b) (*Rate of Distribution*) above is less than such Minimum Rate of Distribution, the Rate of Distribution for such Distribution Period shall be such Minimum Rate of Distribution.

If the applicable Pricing Supplement specifies a Maximum Rate of Distribution for any Distribution Period, then, in the event that the Rate of Distribution in respect of such Distribution Period determined in accordance with the provisions of Condition 4.2(b) (*Rate of Distribution*) above is greater than such Maximum Rate of Distribution, the Rate of Distribution for such Distribution Period shall be such Maximum Rate of Distribution.

(d) **Determination of Rate of Distribution and calculation of Distribution Amounts**

The Principal Paying Agent (or the Calculation Agent, as the case may be), in the case of Floating Rate Perpetual Securities, and the Calculation Agent, in the case of Index Linked Distribution Perpetual Securities, will at or as soon as practicable after each time at which the Rate of Distribution is to be determined, determine the Rate of Distribution for the relevant Distribution Period. In the case of Index Linked Distribution Perpetual Securities, the Calculation Agent will notify the Principal Paying Agent of the Rate of Distribution for the relevant Distribution Period as soon as practicable after calculating the same.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of distribution (the **Distribution Amount**) payable on the Floating Rate Perpetual Securities or Index Linked Distribution Perpetual Securities for the relevant Distribution Period by applying the Rate of Distribution to:

- (A) in the case of Floating Rate Perpetual Securities or Index Linked Distribution Perpetual Securities which are represented by a Global Perpetual Security, the aggregate outstanding nominal amount of the Perpetual Securities represented by such Global Perpetual Security (or, if they are Partly Paid Perpetual Securities, the aggregate amount paid up); or
- (B) in the case of Floating Rate Perpetual Securities or Index Linked Distribution Perpetual Securities in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Perpetual Security or an Index Linked Distribution Perpetual Security in definitive form is a multiple of the Calculation Amount, the Distribution Amount payable in respect of such Perpetual Security shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of distribution in accordance with this Condition 4.2 (*Distribution on Floating Rate Perpetual Securities and Index Linked Distribution Perpetual Securities*):

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 365 (or, if any portion of that Distribution Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Distribution Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Distribution Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 365 or, in the case of a Distribution Payment Date falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Distribution Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Distribution Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Distribution Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Distribution Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Distribution Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Distribution Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Distribution Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Distribution Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Distribution Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Distribution Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

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

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Distribution Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Distribution Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Distribution Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Distribution Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Distribution Period, unless (i) that day is the last day of February but not the due date for redemption or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

**(e) Notification of Rate of Distribution and Distribution Amounts**

The Principal Paying Agent will cause the Rate of Distribution and each Distribution Amount for each Distribution Period and the relevant Distribution Payment Date to be notified to the Issuer, the Trustee and (in the case of Perpetual Securities listed on a stock exchange and if so required by the rules of such stock exchange) the relevant stock exchange (subject to receiving the contact details of the relevant stock exchange from the Issuer) on which the relevant Floating Rate Perpetual Securities or Index Linked Distribution Perpetual Securities are for the time being listed and notice thereof to be published in accordance with Condition 13 (*Notices*) as soon as possible after their determination. Each Distribution Amount and Distribution Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Distribution Period. Any such amendment will be promptly notified by the Principal Paying Agent to the Issuer, the Trustee and (in the case of Perpetual Securities listed on a stock exchange) to each stock exchange on which the relevant Floating Rate Perpetual Securities or Index Linked Distribution Perpetual Securities are for the time being listed and to the Securityholders in accordance with Condition 13 (*Notices*).

**(f) Failure to Determine or Calculate**

If for any reason at any relevant time the Principal Paying Agent or Calculation Agent (as the case may be) defaults in its obligation to determine the applicable Rate of Distribution or the Principal Paying Agent or Calculation Agent (as the case may be) defaults in its obligation to calculate any Distribution Amount in accordance with Condition 4.2(b)(i) to 4.2(b)(v) above (as the case may be) or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with Condition 4.2(d) above, it shall notify the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, and the Principal Paying Agent or Calculation Agent (as the case may be) shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so. The Issuer shall appoint an alternative Principal Paying Agent or Calculation Agent (as the case may be) within two Business Days of the relevant Distribution Payment Date and such replacement Principal Paying Agent or Calculation Agent (as the case may be) shall determine the Rate of Distribution at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Distribution or Maximum Rate of Distribution specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Distribution Amount in such manner as it shall deem fair and reasonable in all the circumstances.

**(g) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2 (*Distribution on Floating Rate Perpetual Securities and Index Linked Distribution Perpetual Securities*), whether by the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee, shall (in the absence of wilful default

or manifest error) be binding on the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee, the Principal Paying Agent, the Transfer Agents (if applicable), the CDP Paying Agent (if applicable), the Registrar (if applicable), the Calculation Agent (if applicable), the other Paying Agents and all Securityholders and Couponholders and (in the absence of wilful default or manifest error) no liability to the Issuer, the Guarantor, the Securityholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**(h) Benchmark Discontinuation**

Notwithstanding the provisions above in this Condition 4 (*Distributions and Other Calculations*):

**(i) Benchmark Discontinuation (General)**

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (General)” as applicable:

**(A) Independent Adviser**

If a Benchmark Event occurs in relation to an Original Reference Rate when any (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution and (in the case of Floating Rate Perpetual Securities) Rate of Distribution (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, or failing which, an Alternative Rate (in accordance with Condition 4.2(h)(i)(B)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4.2(h)(i)(D)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 4.2(h)(i) shall act in good faith as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents or the Securityholders for any determination made by it, pursuant to this Condition 4.2(h)(i).

If:

- (i) the Issuer is unable to appoint an Independent Adviser; or
- (ii) the Independent Adviser fails to determine a Successor Rate or, failing which, an Alternative Rate, in accordance with this Condition 4.2(h)(i)(A) by seven business days prior to the relevant (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date,

- (1) (in the case of Fixed Rate Perpetual Securities) the Reset Rate of Distribution applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Distribution last determined in relation to the Perpetual Securities in respect of the immediately preceding Reset Period. If there has not been a first Reset Date, the Reset Rate of Distribution shall be the initial Rate of Distribution. Where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Reset Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4.2(h)(i)(A); and
- (2) (in the case of Floating Rate Perpetual Securities) the Rate of Distribution applicable to the next succeeding Distribution Period shall be equal to the Rate of Distribution last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Rate of Distribution shall be the initial Rate of Distribution. Where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4.2(h)(i)(A).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the (in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution and (in the case of Floating Rate Perpetual Securities) Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4.2(h)(i)); or

- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the (in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution and (in the case of Floating Rate Perpetual Securities) Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4.2(h)(i)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser (in consultation with the Issuer) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(D) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4.2(h)(i) and the Independent Adviser (in consultation with the Issuer) determines:

- (i) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**); and
- (ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.2(h)(i)(E), without any requirement for the consent or approval of Securityholders, the Trustee or the Agents, vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4.2(h)(i)(E), the Trustee and/or the Agents shall (at the expense of the Issuer), without any requirement for the consent or approval of the Securityholders, effect such consequential amendments to these Conditions, the Agency Agreement and/or the Trust Deed to give effect to any Benchmark Amendments (including, inter alia, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to any Benchmark Amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way.

For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Securityholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 4.2(h)(i)(D) (including, *inter alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to such consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way. Securityholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable), the Adjustment Spread, any Benchmark Amendments or such other changes, including the execution of any documents or any steps by the Trustee or the Agents (if required). In connection with any such variation in accordance with this Condition 4.2(h)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(E) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.2(h)(i) will be notified promptly by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 13 (*Notices*), the Securityholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by two authorised signatories of the Issuer:

(i) confirming:

(aa) that a Benchmark Event has occurred;

(bb) the Successor Rate or, as the case may be, the Alternative Rate;

(cc) the applicable Adjustment Spread; and

(dd) the specific terms of the Benchmark Amendments (if any),

in each case as determined in accordance with the provisions of this Condition 4.2(h)(i); and

- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

None of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable), any Adjustment Spread, any Benchmark Amendments or any other changes and each of the Trustee and the Agents shall be entitled to rely conclusively on any certificate provided to it (without liability to any person) as sufficient evidence thereof. The Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents, the Securityholders and the Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4.2(h)(i)(A) to 4.2(h)(i)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4 (*Distributions and Other Calculations*), as applicable, will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement and any Adjustment Spread and the Benchmark Amendments have been effected.

(G) Definitions

As used in this Condition 4.2(h)(i):

**Adjustment Spread** means either:

- (i) a spread (which may be positive, negative or zero); or
- (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:
  - (aa) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
  - (bb) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser determines as being customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

- (cc) (if the Independent Adviser determines that no such spread is customarily applied) the Independent Adviser (in consultation with the Issuer) determines, and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.2(h)(i)(B) is customarily applied in international debt capital markets transactions for the purposes of determining rates of distribution (or the relevant component part thereof) in the same Specified Currency as the Perpetual Securities.

**Benchmark Amendments** has the meaning given to it in Condition 4.2(h)(i)(D).

**Benchmark Event** means the occurrence of one or more of the following events:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Perpetual Securities; or
- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur:

- (a) in the case of paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (b) in the case of paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate; and

- (c) in the case of paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under Condition 4.2(h)(i)(A).

**Original Reference Rate** means the originally-specified benchmark or screen rate (as applicable) used to determine the (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution and (in the case of Floating Rate Perpetual Securities) Rate of Distribution (or any component part thereof) on the Perpetual Securities, provided that if a Benchmark Event has occurred with respect to the then-current Original Reference Rate, then **Original Reference Rate** means the applicable Successor Rate or Alternative Rate (as the case may be).

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:
  - (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;
  - (bb) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);
  - (cc) a group of the aforementioned central banks or other supervisory authorities; or
  - (dd) the Financial Stability Board or any part thereof.

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the successor to or, as the case may be, replacement of the Original Reference Rate.

*Where the Original Reference Rate for a Series of Perpetual Securities is EURIBOR, the Successor Rate could include the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk free rates established by the European Central Bank, the Financial Services and Markets Authority, the European Securities and Markets Authority and the European Commission, (ii) the European Money Market Institute, as the administrator of EURIBOR, (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authority designated by each Member State of the European Union under Regulation (EU) 2016/1011, or (v) the European Central Bank.*

(ii) Benchmark Discontinuation (ARRC)

*This Condition 4.2(h)(ii) shall only apply to U.S. dollar-denominated Perpetual Securities where so specified in the applicable Pricing Supplement.*

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (ARRC)” as applicable:

(A) Benchmark Replacement

If the Issuer or its designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Perpetual Securities in respect of such determination on such date and all determinations on all subsequent dates.

(B) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time without any requirement for the consent or approval of Securityholders, the Trustee or the Agents. For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Securityholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4.2(h)(ii)(B) (including, *inter alia*, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to effect such consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in

these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement and/or any other document to which it is a party in any way. Securityholders' consent shall not be required in connection with the effecting of any such changes, including the execution of any documents or any steps by the Trustee or the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or its designee with respect to any Benchmark Replacement, any Benchmark Replacement Conforming Changes or any other changes and each of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be entitled to rely conclusively on any certifications provided to it (without liability to any person) as sufficient evidence thereof.

(C) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 4.2(h)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding (absent manifest error or bad faith) on the Issuer, the Trustee, the Agents, the Securityholders and the Couponholders, may be made in the Issuer or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Perpetual Securities, shall become effective without consent from any other party.

(D) Definitions

As used in this Condition 4.2(h)(ii):

**Benchmark** means, initially, SOFR (being the originally-specified reference rate of applicable tenor used to determine the (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution or (in the case of Floating Rate Perpetual Securities) Rate of Distribution or any component part thereof); provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then **Benchmark** means the applicable Benchmark Replacement.

**Benchmark Replacement** means the Interpolated Benchmark; provided that if the Issuer or its designee cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then **Benchmark Replacement** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(i) the sum of:

(aa) the alternate rate of distribution that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor; and

- (bb) the Benchmark Replacement Adjustment;
- (ii) the sum of:
  - (aa) the ISDA Fallback Rate; and
  - (bb) the Benchmark Replacement Adjustment;
- (iii) the sum of:
  - (aa) the alternate rate of distribution that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of distribution as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate perpetual securities at such time; and
  - (bb) the Benchmark Replacement Adjustment.

**Benchmark Replacement Adjustment** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; and
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate perpetual securities at such time.

**Benchmark Replacement Conforming Changes** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Distribution Period”, “Reset Period” or “Accrual Period”, timing and frequency of determining rates and making payments of distribution, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the (if any, as specified in the applicable Pricing Supplement, in the case of Fixed Rate Perpetual Securities) Reset Period or (in the case of Floating Rate Perpetual Securities) Distribution Period and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary).

**Benchmark Replacement Date** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (i) in the case of paragraph (i) or (ii) of the definition of “Benchmark Transition Event,” the later of:
  - (aa) the date of the public statement or publication of information referenced therein; and
  - (bb) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (ii) in the case of paragraph (iii) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**Benchmark Transition Event** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**Corresponding Tenor**, with respect to a Benchmark Replacement, means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

**designee** means a designee as selected and separately appointed by the Issuer in writing, which may include a subsidiary or affiliate of the Issuer or an Independent Adviser.

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under this Condition 4.2(h)(ii).

**Federal Reserve Bank of New York's Website** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org> or any successor source.

**Interpolated Benchmark**, with respect to the Benchmark, means the rate determined for the Corresponding Tenor by interpolating on a linear basis between:

- (i) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor; and
- (ii) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**ISDA Fallback Adjustment** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

**ISDA Fallback Rate** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**Reference Time**, with respect to any determination of the Benchmark, means:

- (i) if the Benchmark is SOFR, 3:00 p.m. (New York time) on the relevant U.S. Government Securities Business Day; and
- (ii) if the Benchmark is not SOFR, the time determined by the Issuer or its designee in accordance with the Benchmark Replacement Conforming Changes.

**Relevant Governmental Body** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**Unadjusted Benchmark Replacement** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Benchmark Discontinuation (SORA)

*This Condition 4.2(h)(iii) shall only apply to Singapore dollar-denominated Perpetual Securities where so specified in the applicable Pricing Supplement.*

Where the applicable Pricing Supplement specifies “Benchmark Discontinuation (SORA)” as applicable:

(A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date when any Rate of Distribution or Reset Rate of Distribution (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4.2(h)(iii)(B)) and an Adjustment Spread, if any (in accordance with Condition 4.2(h)(iii)(C)), and any Benchmark Amendments (in accordance with Condition 4.2(h)(iii)(D)) by seven business days prior to the relevant (in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date. An Independent Adviser appointed pursuant to this Condition 4.2(h)(iii)(A) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Principal Paying Agent, the Securityholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.2(h)(iii)(A).

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by seven business days prior to the relevant (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 4.2(h)(iii)(B)) and an Adjustment Spread if any (in accordance with Condition 4.2(h)(iii)(C)) and any Benchmark Amendments (in accordance with Condition 4.2(h)(iii)(D)).

If the Issuer is unable to determine the Benchmark Replacement by seven business days prior to the relevant (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date:

- (1) (in the case of Fixed Rate Perpetual Securities) the Reset Rate of Distribution applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Distribution last determined in relation to the

Perpetual Securities in respect of the immediately preceding Reset Period. If there has not been a first Reset Date, the Reset Rate of Distribution shall be the initial Rate of Distribution. Where a different Margin or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Reset Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4.2(h)(iii)(A); and

- (2) (in the case of Floating Rate Perpetual Securities) the Rate of Distribution applicable to the next succeeding Distribution Period shall be equal to the Rate of Distribution last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Rate of Distribution shall be the initial Rate of Distribution. Where a different Margin or Maximum or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum or Minimum Rate of Distribution relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Distribution relating to that last preceding Distribution Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4.2(h)(iii)(A).

(B) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) shall (subject to adjustment as provided in Condition 4.2(h)(iii)(C)) subsequently be used in place of the Original Reference Rate to determine the (in the case of Floating Rate Perpetual Securities) Rate of Distribution or (if any, as specified in the applicable Pricing Supplement, in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4.2(h)(iii)).

(C) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(D) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.2(h)(iii)(E), without any requirement for the consent or approval of Securityholders, the Trustee or the Agents, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4.2(h)(iii)(E), the Trustee and/or the Agents shall (at the expense of the Issuer), without any requirement for the consent or approval of the Securityholders, effect such consequential amendments to these Conditions, the Trust Deed and/or the Agency Agreement to give effect to any Benchmark Amendments (including, inter alia, by the execution of a deed or document supplemental to or amending the Trust Deed and/or Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to give effect to any Benchmark Amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement or any other document to which it is a party in any way.

For the avoidance of doubt, the Trustee and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Securityholders, effect such consequential amendments to the Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 4.2(h)(iii)(D) (including, inter alia, by the execution of a deed or document supplemental to or amending these Conditions, the Trust Deed and/or the Agency Agreement) and neither the Trustee nor any of the Agents shall be liable to any party thereof, provided that neither the Trustee nor any of the Agents shall be bound by or obliged to effect to such consequential amendments if in the opinion of the Trustee and/or any of the Agents, the same would not be operable or would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee and/or any of the Agents in these Conditions, the Agency Agreement, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or any other document to which it is a party in any way. Securityholders' consent shall not be required in connection with effecting the Benchmark Replacement, the Adjustment Spread, any Benchmark Amendment or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 4.2(h)(iii)(D), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(E) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.2(h)(iii) will be notified promptly by the Issuer to the Trustee, the Agents and, in accordance with Condition 13 (*Notices*), the Securityholders and Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by two authorised signatories of the Issuer:

- (a) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.2(h)(iii); and
- (b) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

None of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations, decisions, elections or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable), any Adjustment Spread, any Benchmark Amendments or any other changes and each of the Trustee and the Agents shall be entitled to rely conclusively on any certificate provided to it (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents, the Securityholders and the Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4.2(h)(iii)(A) to 4.2(h)(iii)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4 (*Distributions and Other Calculations*), as applicable, will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement and any Adjustment Spread and the Benchmark Amendments have been effected.

(G) Definitions

As used in this Condition 4.2(h)(iii):

**Adjustment Spread** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (a) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or
- (b) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (c) is determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities;

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines in accordance with Condition 4.2(h)(iii)(B) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities (including, but not limited to, Singapore Government Bonds);

**Benchmark Amendments** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Distribution Period” or “Reset Period”, timing and frequency of determining rates and making payments of distribution, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the (if any, as specified in the applicable Pricing Supplement, in the case of Fixed Rate Perpetual Securities) Reset Period or (in the case of Floating Rate Perpetual Securities) Distribution Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines that

adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) determines is reasonably necessary);

**Benchmark Event** means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or
- (e) it has become unlawful for the Principal Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Securityholder using the Original Reference Rate; or
- (f) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

- (1) in the case of paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (2) in the case of paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and
- (3) in the case of paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Agents and the Calculation Agent. For the avoidance of doubt, none of the Trustee, the Agents nor the Calculation Agent shall have any responsibility for making such determination.

**Benchmark Replacement** means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date, then “Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4.2(h)(iii)(A)) (as the case may be):

- (a) the Successor Rate;
- (b) the ISDA Fallback Rate (including Fallback Rate (SOR)); and
- (c) the Alternative Rate.

**Corresponding Tenor** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

**Fallback Rate (SOR)** has the meaning ascribed to it in the 2006 ISDA Definitions as amended and supplemented by Supplement number 70, published on 23 October 2020.

**Independent Adviser** means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4.2(h)(iii)(A);

**Interpolated Benchmark** with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

**ISDA Fallback Adjustment** means the spread adjustment (which maybe positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

**ISDA Fallback Rate** means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**Original Reference Rate** means, initially, SORA or SORA-OIS, as the case may be (being the originally-specified reference rate of applicable tenor used to determine the (if any, as specified in the applicable Pricing Supplement in the case of Fixed Rate Perpetual Securities) Reset Rate of Distribution and (in the case of Floating Rate Perpetual Securities) Rate of Distribution) or any component part thereof, provided that if a Benchmark Event has occurred with respect to SORA or SORA-OIS, as the case may be, or the then-current Original Reference Rate, then “Original Reference Rate” means the applicable Benchmark Replacement;

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor; and

#### **4.3 Distribution on Dual Currency Distribution Perpetual Securities**

The rate or amount of distribution payable in respect of Dual Currency Distribution Perpetual Securities shall be determined in the manner specified in the applicable Pricing Supplement.

#### **4.4 Distribution on Partly Paid Perpetual Securities**

In the case of Partly Paid Perpetual Securities, distribution will accrue as aforesaid on the paid-up nominal amount of such Perpetual Securities and otherwise as specified in the applicable Pricing Supplement.

#### 4.5 Accrual of distribution

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

- (a) the date on which all amounts due in respect of such Perpetual Security have been paid; and
- (b) as provided in the Trust Deed.

#### 4.6 Distribution Deferral

- (a) **Optional Deferral:** If Distribution Deferral is specified as being applicable in the applicable Pricing Supplement, the Issuer may, at its sole discretion, elect to defer (in whole or in part) any distribution which is otherwise scheduled to be paid on a Distribution Payment Date to the next Distribution Payment Date by giving notice (a **Deferral Election Notice**) to the Securityholders (in accordance with Condition 13 (*Notices*)) and the Trustee and the Principal Paying Agent not more than 15 nor less than 3 Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to a scheduled Distribution Payment Date. If Dividend Pusher is specified as being applicable in the applicable Pricing Supplement, the Issuer may not elect to defer any distribution if, during such period(s) as may be specified in the applicable Pricing Supplement, either or both of the following have occurred:

- (A) a discretionary dividend, distribution or other payment has been declared by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor on or in respect of any of the Junior Obligations (as defined in the applicable Pricing Supplement) or, in relation to Subordinated Perpetual Securities only, the Parity Obligations of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor (except (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) in relation to the Parity Obligations of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor on a pro-rata basis); or
- (B) the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) 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 (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) as a result of the exchange or conversion of its Parity Obligations for its Junior Obligations),

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

- (b) **No obligation to pay:** The Issuer shall have no obligation to pay any distribution (including any Arrears of Distribution and any Additional Distribution Amount) on any Distribution Payment Date if it validly elects not to do so in accordance with Condition 4.6(a) (*Distribution Deferral*).

- (c) **Requirements as to Notice:** Each Deferral Election Notice shall be accompanied, in the case of the notice to the Trustee and the Principal Paying Agent and if Dividend Pusher is specified as being applicable in the applicable Pricing Supplement, by a certificate in the form scheduled to the Trust Deed signed by two authorised signatories of the Issuer or of the MPACT 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 Principal Paying Agent shall be entitled to rely without any obligation to verify the same and without liability to any Securityholder or Couponholder or any other person on any Deferral Election Notice or any certificate as aforementioned. Each Deferral Election Notice shall be conclusive and binding on the Securityholders and the Couponholders.
- (d) (1) **Cumulative Deferral:** If Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement, any distribution deferred pursuant to this Condition 4.6 (*Distribution Deferral*) shall constitute **Arrears of Distribution**. The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4.6(a) (*Distribution Deferral*)) 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 4.6 (*Distribution Deferral*) except that this Condition 4.6(d) (*Cumulative Deferral*) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

If Additional Distribution is specified as being applicable in the applicable Pricing Supplement, each amount of Arrears of Distribution shall bear distribution as if it constituted the principal of the Perpetual Securities at the Rate of Distribution and the amount of such distribution (the **Additional Distribution Amount**) with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4 (*Distributions and Other Calculations*) and shall be calculated by applying the applicable Rate of Distribution to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition 4 (*Distributions and Other Calculations*). 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.

- (2) **Non-Cumulative Deferral; Optional Distribution:** If Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement, any distribution deferred pursuant to this Condition 4.6 (*Distribution Deferral*) is non-cumulative and will not accrue distribution. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. If Optional Distribution is specified as being applicable in the applicable Pricing Supplement, the Issuer may, at its sole discretion, and at any time, elect to pay an optional amount equal to the amount of distribution which is unpaid in whole or in part (an **Optional Distribution**) at any time by giving notice of such election to the Securityholders (in accordance with Condition 13 (*Notices*)) and the Trustee and the Principal Paying Agent not more than 20 nor less than 10 Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution on the payment date specified in such notice).

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the Securityholders or Couponholders of all outstanding Perpetual Securities and the Coupons related to them on a pro-rata basis. Further provisions relating to this Condition 4.6(d)(2) (*Non-Cumulative Deferral; Optional Distribution*) may be specified in the applicable Pricing Supplement.

- (e) **Restrictions in the case of Deferral:** If Dividend Stopper is specified as being applicable in the applicable Pricing Supplement and on any Distribution Payment Date, payment of all distribution payments scheduled to be made on such date is not made in full by reason of this Condition 4.6 (*Distribution Deferral*), the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCO or MPACT HK-TCO) 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:

- (1) if this Perpetual Security is a Senior Perpetual Security, any of its Junior Obligations; or
- (2) if this Perpetual Security is a Subordinated Perpetual Security, any of its Junior Obligations or Parity Obligations

(except (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) in relation to the Parity Obligations on a pro-rata basis); or

- (B) redeem, reduce, cancel, buy-back or acquire for any consideration:

- (1) if this Perpetual Security is a Senior Perpetual Security, any of its Junior Obligations; or
- (2) if this Perpetual Security is a Subordinated Perpetual Security, any of its Junior Obligations or Parity Obligations

(other than (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) as a result of the exchange or conversion of Parity Obligations for Junior Obligations),

in each case, unless and until the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCO or MPACT HK-TCO) the Guarantor (as the case may be) (aa) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) has satisfied in full all outstanding Arrears of Distribution; (bb) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities in accordance with Condition 5 (*Redemption and Purchase*) has occurred, the next scheduled distribution has been paid in full, or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full; or (cc) is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders, and/or as otherwise specified in the applicable Pricing Supplement.

(f) **Satisfaction of Arrears of Distribution by payment:** The Issuer:

- (A) may satisfy any Arrears of Distribution (in whole or in part) at any time by giving notice of such election to the Securityholders (in accordance with Condition 13 (*Notices*)) and the Trustee and the Principal Paying Agent not more than 20 nor less than 10 Business Days (or such other notice period as may be specified in the applicable Pricing Supplement) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Arrears of Distribution on the payment date specified in such notice); and
- (B) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earlier of:
  - (1) the date of redemption of the Perpetual Securities in accordance with the redemption events set out in Condition 5 (*Redemption and Purchase*) (as applicable);
  - (2) the next Distribution Payment Date on the occurrence of a breach of Condition 4.6(e) (*Restrictions in the case of Deferral*) or the occurrence of a Compulsory Distribution Payment Event; and
  - (3) the date such amount becomes due under Condition 9 (*Non-Payment*) or on a Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer or MPACT.

Any partial payment of outstanding Arrears of Distribution by the Issuer shall be shared by the Securityholders or Couponholders of all outstanding Perpetual Securities and the Coupons related to them on a pro-rata basis. Further provisions relating to this Condition 4.6(f) (*Satisfaction of Arrears of Distribution by payment*) may be specified in the applicable Pricing Supplement.

- (g) **No default:** Notwithstanding any other provision in these Conditions or in the Trust Deed, the deferral of any distribution payment in accordance with this Condition 4.6 (*Distribution Deferral*) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9 (*Non-Payment*)) on the part of the Issuer under the Perpetual Securities or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor under the Guarantee or for any other purpose.

## 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 (*Status of the Perpetual Securities and the Guarantee in Respect of the Perpetual Securities*)) and without prejudice to Condition 9 (*Non-Payment*)), only have the right to redeem or purchase them in accordance with the following provisions of this Condition 5 (*Redemption and Purchase*).
- (b) **Redemption for Taxation Reasons:** 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 13 (*Notices*), the Securityholders (which notice shall be irrevocable) at their Early Redemption Amount as specified in the applicable Pricing Supplement together (if appropriate) with distribution accrued to (but excluding) the date of redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) if (i) the Issuer (or if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws

or regulations of the jurisdiction of incorporation of the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or any political subdivision or, in each case, any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a decision of a court of competent jurisdiction) which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Perpetual Securities or the Perpetual Securities will not be regarded as “debt securities” for the purposes of Section 43H(4) of the ITA and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations, or distributions (including any Optional Distributions, Arrears of Distribution and Additional Distribution Amounts) will not be regarded as interest payable by the Issuer for the purpose of the withholding tax exemption on interest for “qualifying debt securities” under the ITA; or distributions (including any Optional Distributions, Arrears of Distribution and Additional Distribution Amounts) will not be regarded as sums “payable by way of interest upon any money borrowed” for the purposes of Section 14(1)(a) of the ITA, and (ii) such obligation will apply on the occasion of the next payment due in respect of the Perpetual Securities and cannot be avoided by the Issuer (or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be) would be obliged to pay such additional amounts if a payment in respect of the Perpetual Securities (or the Guarantee, as the case may be) were then due. Prior to the publication of any notice of redemption pursuant to this Condition 5(b) (*Redemption for Taxation Reasons*), the Issuer (or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be) shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer or of the MPACT Manager (as defined in the Trust Deed) stating that the obligation referred to in (i) above cannot be avoided by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be, taking reasonable measures available to it, and an opinion, addressed to the Trustee, of independent tax or legal advisers of recognised standing to the effect that such change or amendment has occurred (irrespective of whether such amendment or change is then effective). The Trustee shall be entitled without further enquiry and without liability to any Securityholder or Couponholder or any other person to rely on such certificate and opinion and it shall be conclusive evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above of this Condition 5(b) (*Redemption for Taxation Reasons*). Each such certificate and opinion shall be conclusive and binding on Securityholders and Couponholders. All Perpetual Securities shall be redeemed on the date specified in such notice in accordance with this Condition 5(b) (*Redemption for Taxation Reasons*).

- (c) **Redemption for Accounting Reasons:** If Redemption for Accounting Reasons is specified as being applicable in the applicable Pricing Supplement, 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 13 (*Notices*), the Securityholders (which notice shall be irrevocable) at their Early Redemption Amount, as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to the date of redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) if, as a result of any changes or amendments to, where applicable, Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council as amended from time to time (**SFRS**), Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants (**HKFRS**) or any other accounting standards that may replace SFRS or HKFRS, as the case may be, for the purposes of the consolidated financial statements of MPACT as amended from time to time (the **Relevant**

**Accounting Standards**), the Perpetual Securities and/or the Guarantee of the Perpetual Securities must not or must no longer be recorded as “equity” of MPACT pursuant to the Relevant Accounting Standards.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c) (*Redemption for Accounting Reasons*), the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of Issuer or of the MPACT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances and an opinion, addressed to the Trustee, of MPACT’s independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standards is due to take effect. The Trustee shall be entitled without further enquiry and without liability to any Securityholder or Couponholder or any other person to rely on such certificate and opinion and it shall be conclusive evidence of the satisfaction of the entitlement of the Issuer to publish a notice of redemption pursuant to this Condition 5(c) (*Redemption for Accounting Reasons*). Each such certificate and opinion shall be conclusive and binding on Securityholders and Couponholders. All Perpetual Securities shall be redeemed on the date specified in such notice in accordance with this Condition 5(c) (*Redemption for Accounting Reasons*), provided that such date for redemption shall be no earlier than the last day before the date on which the Perpetual Securities must not or must no longer be so recorded as “equity” of MPACT pursuant to the Relevant Accounting Standards.

- (d) **Redemption at the Option of the Issuer:** If Redemption at the Option of the Issuer is specified as being applicable in the applicable Pricing Supplement, the Issuer may, on giving not less than 30 nor more than 60 days’ irrevocable notice to the Trustee and the Principal Paying Agent and in accordance with Condition 13 (*Notices*), the Securityholders (or such other notice period as may be specified in the applicable Pricing Supplement) redeem all, or if so provided, some of the Perpetual Securities on any Optional Redemption Date at the Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to but excluding the relevant Optional Redemption Date (including any Arrears of Distribution and any Additional Distribution Amount, if applicable). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Definitive Bearer Perpetual Securities or Definitive Registered Perpetual Securities, the Perpetual Securities to be redeemed (**Redeemed Perpetual Securities**) will be selected individually by lot, in the case of Redeemed Perpetual Securities represented by Definitive Bearer Perpetual Securities or Definitive Registered Perpetual Securities, and in accordance with the rules of Euroclear, Clearstream and/or CDP (as applicable), in the case of Redeemed Perpetual Securities represented by a Global Perpetual Security, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the Selection Date). In the case of Redeemed Perpetual Securities represented by Perpetual Securities in definitive form, a list of the serial numbers of such Redeemed Perpetual Securities will be published in accordance with Condition 13 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Perpetual Security will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(d) (*Redemption at the Option of the Issuer*) and notice to that effect shall be given by the Issuer to the Securityholders in accordance with Condition 13 (*Notices*) at least five days prior to the Selection Date. 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 5(d) (*Redemption at the Option of the Issuer*).

- (e) **Redemption Upon a Ratings Event:** If Redemption Upon a Ratings Event is specified as being applicable in the applicable Pricing Supplement, 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 13 (*Notices*), the Securityholders (which notice shall be irrevocable), at their Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable), if, an amendment, clarification or change has occurred or will occur in the equity credit criteria, guidelines or methodology of any Rating Agency 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 (**Ratings Event**).

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

- (f) **Redemption for Tax Deductibility Event:** If Redemption for Tax Deductibility Event is specified as being applicable in the applicable Pricing Supplement, 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 13 (*Notices*), the Securityholders (which notice shall be irrevocable), at their Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable), if, the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

- (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date;
- (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date;  
or
- (iii) any 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, or within 90 days of the date of the opinion referred to in paragraph (y) below would not be fully deductible by the Issuer for Singapore income tax purposes (**Tax Deductibility Event**), provided that no notice of redemption may be given earlier than 90 days prior to the effective date on which payments on the Perpetual Securities would not be fully tax deductible by the Issuer for Singapore profits tax.

Prior to the publication of any notice of redemption pursuant to this Condition 5(f) (*Redemption for Tax Deductibility Event*), the Issuer shall deliver or procure that there is delivered to the Trustee (x) a certificate signed by two authorised signatories of the Issuer or of the MPACT Manager stating that the circumstances referred to above prevail and setting out the details of such circumstances and (y) an opinion of independent tax or legal advisers 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, and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in which event it shall be conclusive and binding on the Securityholders and the Couponholders.

- (g) **Redemption upon a Regulatory Event:** If Redemption upon a Regulatory Event is specified as being applicable in the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified 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 Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable), if, as a result of any change in, or amendment to, the Property Funds Appendix, or any change in the application or official interpretation of the Property Funds Appendix, the 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(g) (*Redemption upon a Regulatory Event*), 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 of the MPACT 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(g) (*Redemption upon a Regulatory Event*), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(g) (*Redemption upon a Regulatory Event*).

- (h) **Redemption Upon a Change of Control:** If Redemption Upon a Change of Control Event is specified as being applicable in the applicable Pricing Supplement, 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 13 (*Notices*), the Securityholders (which notice shall be irrevocable), at their Early Redemption Amount as specified in the applicable Pricing Supplement, together (if appropriate) with distribution accrued to (but excluding) the date fixed for redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable), following the occurrence of a Change of Control (as defined in the applicable Pricing Supplement).

- (i) **Redemption in the case of Minimal Outstanding Amount:** If Minimal Outstanding Amount Redemption Option is specified as being applicable in the applicable Pricing Supplement, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Trustee and the Principal Paying Agent and in accordance with Condition 13 (*Notices*), the Securityholders (or such other notice period as may be specified in the applicable Pricing Supplement) redeem the Perpetual Securities, in whole, but not in part, at their Early Redemption Amount as specified in the applicable Pricing Supplement together (if appropriate) with distribution accrued to the date of redemption (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) 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. All Perpetual Securities shall be redeemed on the date specified in such notice in accordance with this Condition 5(i) (*Redemption in the case of Minimal Outstanding Amount*).
- (j) **Partly Paid Perpetual Securities:** Partly Paid Perpetual Securities will be redeemed, in accordance with the provisions of this Condition and the applicable Pricing Supplement.
- (k) **No Other Redemption:** The Issuer shall not be entitled to redeem the Perpetual Securities and shall have no obligation to make any payment of principal in respect of the Perpetual Securities otherwise than as provided in Condition 5(b) (*Redemption for Taxation Reasons*) and, to the extent specified in the applicable Pricing Supplement, in Conditions 5(c) (*Redemption for Accounting Reasons*), 5(d) (*Redemption at the Option of the Issuer*), 5(e) (*Redemption Upon a Ratings Event*), 5(f) (*Redemption for Tax Deductibility Event*), 5(g) (*Redemption Upon a Ratings Event*) 5(h) (*Redemption Upon a Change of Control*), 5(i) (*Redemption in the case of Minimal Outstanding Amount*) or 5(j) (*Partly Paid Perpetual Securities*), and as otherwise specified in the applicable Pricing Supplement.
- (l) **Purchases:** The Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or any of the respective related corporations of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor may at any time purchase Perpetual Securities (provided that, in the case of Definitive Bearer Perpetual Securities, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price in the open market or otherwise. All such Perpetual Securities may be held, reissued, resold, or at the option of the Issuer, surrendered to any Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Registered Perpetual Securities) for cancellation.
- (m) **Cancellation:** All Perpetual Securities which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Perpetual Securities so cancelled and any Perpetual Securities purchased and cancelled pursuant to Condition 5(l) (*Purchases*) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold. Subject as provided in Condition 8 (*Prescription*, the obligations of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor in respect of such cancelled Perpetual Securities shall be discharged.

## **6. PAYMENTS AND TALONS**

### **6.1 Method of payment**

Subject as provided below:

- (a) payments in a Specified Currency other than euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee; and
- (c) payments in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the relevant Securityholder with a bank in the Offshore Renminbi Centre(s).

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7 (*Taxation*)) any law implementing an intergovernmental approach thereto.

For the purpose of the Conditions, the term Renminbi means the lawful currency of the People's Republic of China.

### **6.2 Presentation of Definitive Bearer Perpetual Securities and Coupons**

Payments of principal in respect of Definitive Bearer Perpetual Securities will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Perpetual Securities, and payments of distribution in respect of Definitive Bearer Perpetual Securities will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Perpetual Securities in definitive bearer form (other than Dual Currency Perpetual Securities or Index Linked Perpetual Securities) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8 (*Prescription*) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Perpetual Security in definitive bearer form becoming due and repayable, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

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

If the due date for redemption of any Definitive Bearer Perpetual Security is not a Distribution Payment Date, distribution (if any) accrued in respect of such Perpetual Security from (and including) the preceding Distribution Payment Date or, as the case may be, the Distribution Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Perpetual Security.

### 6.3 Payments in respect of Bearer Global Perpetual Securities

Payments of principal and distribution (if any) in respect of Bearer Perpetual Securities represented by any Global Perpetual Security will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Perpetual Securities or otherwise in the manner specified in the relevant Global Perpetual Security against presentation or surrender, as the case may be, of such Global Perpetual Security at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Bearer Global Perpetual Security, distinguishing between any payment of principal and any payment of distribution, will be made on such Bearer Global Perpetual Security by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream or CDP, as applicable.

### 6.4 Payments in respect of Registered Perpetual Securities

Payments of principal in respect of each Registered Perpetual Security (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Perpetual Security at the specified office of the Registrar or any Paying Agent. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Perpetual Security appearing in the register of holders of the Registered Perpetual Securities maintained by the Registrar (the **Register**) (i) where in global form, at the close of business on the business day (being for this purpose a day on which Euroclear, Clearstream or CDP, as the case may be, are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro and Renminbi) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively), (in the case of a payment in euro) any bank which processes payments in euro and (in the case of a payment in Renminbi) any bank in the Offshore Renminbi Centre(s) which processes payments in Renminbi in the Offshore Renminbi Centre(s).

In the case where the Specified Currency is not Renminbi, payments of distribution in respect of each Registered Perpetual Security (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Perpetual Security appearing in the Register (i) where in global form, at the close of business on the business day (being for this purpose a day on which Euroclear, Clearstream, or CDP, as the case may be, are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**) at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of distribution in respect of a Registered Perpetual Security, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of distribution (other than distribution due on redemption) in respect of the Registered Perpetual Securities which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the distribution due in respect of each Registered Perpetual Security on redemption will be made in the same manner as payment of the principal amount of such Registered Perpetual Security. In the case where the Specified Currency is Renminbi, payments of distribution shall be made by transfer on the due date in the manner provided in the preceding paragraph.

Holders of Registered Perpetual Securities will not be entitled to any distribution or other payment for any delay in receiving any amount due in respect of any Registered Perpetual Security as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or distribution in respect of the Registered Perpetual Securities.

None of the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Perpetual Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **6.5 General provisions applicable to payments**

The holder of a Global Perpetual Security shall be the only person entitled to receive payments in respect of Perpetual Securities represented by such Global Perpetual Security and the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Perpetual Security in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream or CDP as the beneficial holder of a particular nominal amount of Perpetual Securities represented by such Global Perpetual Security must look solely to Euroclear, Clearstream or CDP, as the case may be, for his share of each payment so made by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to, or to the order of, the holder of such Global Perpetual Security.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or distribution in respect of Perpetual Securities is payable in U.S. dollars, such U.S. dollar payments of principal and/or distribution in respect of such Perpetual Securities will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and distribution on the Perpetual Securities in the manner provided above when due;
- (b) payment of the full amount of such principal and distribution at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and distribution in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, adverse tax consequences to the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor.

## 6.6 Payment Day

If the date for payment of any amount in respect of any Perpetual Security or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further distribution or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 8 (*Prescription*)) is:

- (a) in the case of Perpetual Securities or Coupons denominated in a Specified Currency other than Renminbi:
  - (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
    - (A) in the case of Perpetual Securities in definitive form only, the relevant place of presentation;
    - (B) each Additional Financial Centre (other than TARGET2 System) specified in the applicable Pricing Supplement; and
    - (C) if TARGET2 System is specified as an Additional Financial Centre in the applicable Pricing Supplement, a day on which the TARGET2 System is open; and
  - (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and

- (b) in the case of Perpetual Securities or Coupons denominated in Renminbi, a day on which commercial banks and foreign exchange markets settle Renminbi payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (i) (in the case of Perpetual Securities in definitive form only) the relevant place of presentation and (ii) in the Offshore Renminbi Centre(s).

## **6.7 Interpretation of principal and distribution**

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

- (a) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Early Redemption Amount of the Perpetual Securities; and
- (c) any premium and any other amounts (other than distribution) which may be payable by the Issuer under or in respect of the Perpetual Securities.

Any reference in the Conditions to distribution in respect of the Perpetual Securities shall be deemed to include, as applicable, any additional amounts which may be payable with respect to distribution under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## **7. TAXATION**

All payments of principal and distribution in respect of the Perpetual Securities and Coupons by the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, as the case may be, will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Perpetual Securities or Coupons after such withholding or deduction shall equal the respective amounts of principal and distribution which would otherwise have been receivable in respect of the Perpetual Securities or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Perpetual Security or Coupon:

- (a) presented for payment in any Tax Jurisdiction; or
- (b) the holder of which is liable for such taxes or duties in respect of such Perpetual Security, or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Perpetual Security or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)).

Notwithstanding any other provision of these Conditions, in no event will the Issuer or the Guarantor be required to pay any additional amounts in respect of the Perpetual Securities and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

- (i) **Tax Jurisdiction** means in the case of the MPACT Trustee, MPACT TCo and MPACT Spore-TCo, Singapore, in the case of MPACT HK-TCo, Hong Kong, in the case of a New Issuer, its jurisdiction of incorporation or, in each case, any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Securityholders in accordance with Condition 13 (*Notices*).

## 8. PRESCRIPTION

The Perpetual Securities and Coupons will become void unless claims in respect of principal and/or distribution are made within a period of three years after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 (*Presentation of Definitive Bearer Perpetual Securities and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of Definitive Bearer Perpetual Securities and Coupons*).

## 9. NON-PAYMENT

- (a) **Non-payment when due:** Notwithstanding any of the provisions below in this Condition 9 (*Non-Payment*), the right to institute proceedings for Winding-Up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected to defer that distribution in accordance with Condition 4.6 (*Distribution Deferral*). In addition, nothing in this Condition 9 (*Non-Payment*), including any restriction on commencing proceedings, shall in any way restrict or limit the rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer and/or the Guarantor in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Perpetual Securities, the Coupons or the Trust Deed.
- (b) **Proceedings for Winding-Up:** If (i) an order is made or an effective resolution is passed for the Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer or MPACT or (ii) the Issuer shall not make payment in respect of the Perpetual Securities or the Coupons 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) (*Entitlement of Trustee*), institute proceedings for the Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer or MPACT and/or prove in the Winding-Up of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer or, as the case may be, MPACT and/or claim in the liquidation or termination of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer and/or MPACT for such payment.

- (c) **Enforcement:** Without prejudice to Condition 9(b) (*Proceedings for Winding-Up*) but subject to the provisions of Condition 9(d) (*Entitlement of Trustee*), the Trustee may (in consequence of an Enforcement Event or a material breach of the Trust Deed (where such breach continues for a period of 15 Business Days from the date on which the Trustee gives notice to the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor of such breach)) at any time, at its discretion and without further notice to the Issuer or the Guarantor institute such proceedings against the Issuer and/or (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) 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, the Coupons or the Guarantee, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Perpetual Securities or the Guarantee, including any damages awarded for breach of any obligations) and in no event shall the Issuer or the Guarantor or MPACT, 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:** Notwithstanding Condition 9(c) (*Enforcement*) above, the Trustee shall not and shall not be obliged to take any of the actions referred to in Condition 9(b) (*Proceedings for Winding-Up*) or Condition 9(c) (*Enforcement*) against the Issuer, the Guarantor and/or MPACT to enforce the terms of the Trust Deed, the Guarantee, the Perpetual Securities or the Coupons unless (i) it shall have been so requested by an Extraordinary Resolution of the Securityholders or in writing by the Securityholders of at least 25 per cent. in principal amount of the Perpetual Securities then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- (e) **Right of Securityholders:** 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 or termination of (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer and/or MPACT 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 or termination, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing, in which case the Securityholder or the Couponholder shall have only such rights against (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Issuer and/or MPACT as those which the Trustee is entitled to exercise as set out in this Condition 9 (*Non-Payment*) and Clause 10 of the Trust Deed.

- (f) **Extent of Securityholders' or Couponholders' remedy:** No remedy against the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or MPACT, other than as referred to in this Condition 9 (*Non-Payment*) and Clause 10 of the Trust Deed, shall be available to the Trustee or the Securityholders, whether for the recovery of amounts owing in respect of the Trust Deed, the Perpetual Securities, the Coupons 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, the Coupons or the Guarantee (as applicable).

## 10. REPLACEMENT OF PERPETUAL SECURITIES, COUPONS AND TALONS

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

## 11. PAYING AGENTS AND REGISTRAR

The names of the initial Paying Agents and the Registrar and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar or any Paying Agent and/or appoint additional or other Paying Agents, Registrar or Transfer Agents and/or approve any change in the specified office through which any Paying Agent and/or Registrar and/or Transfer Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as there are outstanding Perpetual Securities cleared through CDP, a CDP Paying Agent;
- (c) so long as the Perpetual Securities are listed on any stock exchange or admitted to listing by any other relevant authority or entity, there will at all times be a Paying Agent, which may be the Principal Paying Agent, and a Transfer Agent, which may be the Registrar, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority or entity; and
- (d) so long as the Perpetual Securities are listed on the Singapore Exchange Securities Trading Limited (**SGX-ST**) and the rules of the SGX-ST so require, in the event that any of the Global Perpetual Securities are exchanged for Perpetual Securities in definitive form, there will at all times be a Paying Agent in Singapore. In addition, an announcement of such exchange will be made through the SGX-ST. Such announcement will include material information with respect to the delivery of the Definitive Perpetual Securities, including details of the Paying Agent in Singapore.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (*General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days' prior notice thereof shall have been given to the Securityholders in accordance with Condition 13 (*Notices*).

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

## **12. EXCHANGE OF TALONS**

On and after the Distribution Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of distribution due in respect of the Perpetual Security to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*).

## **13. NOTICES**

All notices regarding Bearer Perpetual Securities will be deemed to be validly given if published (which is expected to be the Financial Times, London Edition) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. As long as the Perpetual Securities are listed on any stock exchange and the rules of the relevant stock exchange so require, in addition to any notice required in the Trust Deed, notices to holders of the Perpetual Securities will also be published in a leading English language newspaper having general circulation in Singapore (which is expected to be The Business Times, Singapore Edition) or in any other city of the relevant stock exchange (as the case may be). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Perpetual Securities will be deemed to be validly given if sent by mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Perpetual Securities are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Perpetual Securities are issued, there may, so long as any Global Perpetual Securities representing the Perpetual Securities are held in their entirety on behalf of (i) Euroclear and/or Clearstream, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream for communication by them to the holders of the Perpetual Securities, (ii) CDP, be substituted for such publication in such newspaper(s) or such websites (A) (subject to the agreement of CDP) the delivery of the relevant notice to CDP for communication by them to the holders of the Perpetual Securities, (B) the delivery of the relevant notice to the persons shown in the records maintained by the CDP on the fifth Business Day preceding the date of despatch of such notice as holding interests in the relevant Global Perpetual Securities, or (C) for so long as the Perpetual Securities are listed on the SGX-ST, the publication of the

relevant notice on the website of the SGX-ST at <http://www.sgx.com> and, in addition, in the case of (i) and (ii) above, for so long as any Perpetual Securities are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Perpetual Securities (x) on the day after the day on which the said notice was given to Euroclear and/or Clearstream and/or CDP (y) (in the case of Perpetual Securities cleared through CDP) the date of despatch of such notice to the persons shown in the records maintained by CDP and/or (z) (in the case of Perpetual Securities cleared through CDP) the date of publication of such notice on the website of the SGX-ST.

Notices to be given by any Securityholder shall be in writing and given by lodging the same, together (in the case of any Perpetual Security in definitive form) with the relative Perpetual Security or Perpetual Securities, with the Principal Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Registered Perpetual Securities). Whilst any of the Perpetual Securities are represented by a Global Perpetual Security, such notice may be given by any holder of a Perpetual Security to the Principal Paying Agent or the Registrar through Euroclear, Clearstream and/or CDP, in each case in such manner as the Principal Paying Agent, the Registrar, Euroclear, Clearstream and/or CDP, as the case may be, may approve for this purpose.

#### **14. MEETINGS OF SECURITYHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

- 14.1 The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Perpetual Securities, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor or the Trustee and shall be convened by the Issuer if required in writing by Securityholders holding not less than 10 per cent. in nominal amount of the Perpetual Securities for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing not less than 50 per cent. in nominal amount of the Perpetual Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Securityholders whatever the nominal amount of the Perpetual Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Perpetual Securities or the Coupons or the Trust Deed (including modifying the date for payment of distribution on the Perpetual Securities thereon, reducing or cancelling the amount of principal or the rate of distribution payable in respect of the Perpetual Securities or altering the currency of payment of the Perpetual Securities or the Coupons), the quorum shall be two or more persons holding or representing not less than three-quarters in nominal amount of the Perpetual Securities for the time being outstanding, or at any adjourned such meeting two or more persons holding or representing not less than one-quarter in nominal amount of the Perpetual Securities for the time being outstanding. The Trust Deed does not contain any provisions requiring higher quorums in any circumstances. An Extraordinary Resolution passed at any meeting of the Securityholders shall be binding on all the Securityholders, whether or not they are present at the meeting and on all relevant Couponholders.

- 14.2 The Trustee, the Principal Paying Agent, the Guarantor and the Issuer 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 as mentioned above) of the Perpetual Securities, the Coupons, the CDP Deeds of Covenant, the Trust Deed or the Agency Agreement which is not prejudicial to the interests of the Securityholders; or
  - (b) any modification of the Perpetual Securities, the Coupons, the CDP Deeds of Covenant, the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or is required by Euroclear, Clearstream, CDP and/or any other clearing system in which the Perpetual Securities 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 13 (*Notices*) as soon as practicable thereafter.

- 14.3 The Trustee may agree, without the consent of the Securityholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Perpetual Securities or the Trust Deed, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Securityholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or is made to cure any ambiguity or correct a manifest error or an error which, in the opinion of the Trustee, is proven or is required by Euroclear, Clearstream Luxembourg, CDP and/or any other clearing system in which the Perpetual Securities 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 13 (*Notices*) as soon as practicable thereafter.
- 14.4 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Securityholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Securityholders, or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for Securityholders of any other Series or individual Securityholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Securityholder or Couponholder be entitled to claim, from the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Securityholders or Couponholders except to the extent already provided for in Condition 7 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

- 14.5 The Trustee may, without the consent of the Securityholders, agree with the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Perpetual Securities, the Coupons and the Trust Deed of another company being the Guarantor or a Subsidiary of MPACT, subject to:
- (i) except (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) in the case of the substitution of the Issuer by the Guarantor, the Perpetual Securities being unconditionally and irrevocably guaranteed by the Guarantor;
  - (ii) the Trustee being satisfied that the interests of the Securityholders will not be materially prejudiced by the substitution; and
  - (iii) certain other conditions set out in the Trust Deed being complied with.
- 14.6 In addition, the Issuer and (where the issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, may substitute in place of DBS Trustee Limited (in its capacity as trustee of MPACT) (or of any previous substitute under this Condition 14.6) as (where the Issuer is not MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the principal debtor and as (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the guarantor under the Perpetual Securities, the Coupons and the Trust Deed another company being appointed as the replacement or substitute trustee of MPACT (such substituted company being hereinafter called the **New MPACT Trustee**) in accordance with the terms of the MPACT Trust Deed, subject to:
- (i) the Trustee being provided with evidence to its satisfaction that the appointment of the New MPACT Trustee has been completed in accordance with the terms of the MPACT Trust Deed, including a copy of the deed supplemental to the MPACT Trust Deed providing for such appointment, a confirmation from the MPACT Manager that the Deposited Property (as defined in the MPACT Trust Deed) has been vested in the New MPACT Trustee, and an opinion from independent legal advisors of recognised standing to the effect such appointment of the New MPACT Trustee is legal, valid and binding on MPACT; and
  - (ii) certain other conditions set out in the Trust Deed being complied with.

The Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer or, as the case may be, of the MPACT Manager stating that the appointment of the New MPACT Trustee has been completed in accordance with the terms of the MPACT Trust Deed and that the conditions set out in the Trust Deed for the substitution of the MPACT Trustee have been complied with and the Trustee shall be entitled to accept the certificate as sufficient evidence of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders and the Couponholders.

Upon the execution of such documents and compliance with such requirements, the New MPACT Trustee shall be deemed to be named in the Perpetual Securities, the Coupons and the Trust Deed as the principal debtor and, as the case may be, the guarantor in place of DBS Trustee Limited (in its capacity as trustee of MPACT) (or in place of the previous substitute under this Condition 14.6) under the Perpetual Securities, the Coupons and the Trust Deed and the Perpetual Securities, the Coupons and the Trust Deed shall be deemed to be modified in such manner as shall be necessary to give effect to the above provisions and, without limitation, references in the Perpetual Securities, the Coupons and the Trust Deed to DBS Trustee Limited (in its capacity as trustee of MPACT) (or in place of the previous substitute under this Condition 14.6) and/or the MPACT Trustee shall, unless the context otherwise requires, be deemed to be or include references to the New MPACT Trustee.

**15. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND, WHERE APPLICABLE, THE GUARANTOR**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantor and/or any person or body corporate associated with the Issuer or the Guarantor and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor, MPACT and/or any Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Securityholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

**16. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Securityholders or the Couponholders to create and issue further perpetual securities having terms and conditions the same as the Perpetual Securities or the same in all respects save for the amount and date of the first payment of distribution thereon and the date from which distribution starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Perpetual Securities.

**17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

No person shall have any right to enforce any term or condition of this Perpetual Security under:

- (a) if the Perpetual Securities are specified to be governed by English law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act 1999; or
- (b) if the Perpetual Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore,

but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## 18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

### 18.1 Governing law

The Perpetual Securities, the Coupons, the Trust Deed and any non-contractual obligations arising out of or in connection with the Perpetual Securities, the Coupons and the Trust Deed are governed by and shall be construed in accordance with:

- (a) if the Perpetual Securities are specified to be governed by English law in the applicable Pricing Supplement, English law, except that the subordination provisions set out in:
  - (i) Conditions 3(b)(i) to 3(b)(iii) applicable to the Issuer shall be governed by and construed in accordance with the laws of the jurisdiction of incorporation of the Issuer; and
  - (ii) Conditions 3(b)(iv) to 3(b)(vi) applicable to the Guarantor shall be governed by and construed in accordance with Singapore law; or
- (b) if the Perpetual Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, Singapore law, except that the subordination provisions set out in Conditions 3(b)(i) to 3(b)(iii) applicable to the Issuer shall be governed by and construed in accordance with the laws of the jurisdiction of incorporation of the Issuer.

### 18.2 Submission to jurisdiction

The Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor irrevocably agrees, for the benefit of the Trustee, the Securityholders and the Couponholders, that:

- (a) if the Perpetual Securities are specified to be governed by English law in the applicable Pricing Supplement, the courts of England; or
- (b) if the Perpetual Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the courts of Singapore,

(the **Relevant Courts**) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Perpetual Securities and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Perpetual Securities and/or the Coupons) and accordingly submits to the exclusive jurisdiction of the Relevant Courts.

The Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor waives any objection to the Relevant Courts on the grounds that they are an inconvenient or inappropriate forum. The Trustee, the Securityholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Trust Deed, the Perpetual Securities and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Perpetual Securities and the Coupons) against the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

### **18.3 Appointment of Process Agent**

- (a) If the Perpetual Securities are specified to be governed by English law in the applicable Pricing Supplement, the Issuer and (where the Issuer is MPACT TCo, MPACT Spore-TCo or MPACT HK-TCo) the Guarantor appoints Mapletree UK Management Limited at its registered office at 4th Floor – Westworks, White City Place, 195 Wood Lane, London, W12 7FQ, United Kingdom as its agent for service of process, and undertakes that, in the event of Mapletree UK Management Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.
- (b) If the Perpetual Securities are specified to be governed by Singapore law in the applicable Pricing Supplement, the Issuer (in respect of MPACT HK-TCo only) appoints Mapletree Pan Asia Commercial Trust Management Ltd. at its registered office at 10 Pasir Panjang Road, #13-01 Mapletree Business City Singapore 117438 as its agent for service of process, and undertakes that, in the event of Mapletree North Asia Commercial Trust Management Ltd. ceasing so to act or ceasing to be registered in Singapore, it will appoint another person approved by the Trustee as its agent for service of process in Singapore in respect of any Proceedings.

Nothing in this Condition 18.3 (*Appointment of Process Agent*) shall affect the right to serve proceedings in any other manner permitted by law.

### **19. LIABILITY OF DBS TRUSTEE LIMITED (IN ITS CAPACITY AS TRUSTEE OF MPACT)**

- (a) Notwithstanding any provision to the contrary in the Trust Deed, the Perpetual Securities and any Coupons, each of the Securityholders and the Couponholders agrees and acknowledges that DBS Trustee Limited (in its capacity as trustee of MPACT) has entered into the Trust Deed solely in its capacity as trustee of MPACT and not in DBS Trustee Limited's personal capacity and all references to the "Issuer" or (where the Issuer is MPACT TCo, Spore-TCo or MPACT HK-TCo) the "Guarantor" in the Trust Deed, the Perpetual Securities and any Coupons shall be construed accordingly. As such, any liability of or indemnity, covenant, undertaking, representation and/or warranty given by DBS Trustee Limited (in its capacity as trustee of MPACT) under the Trust Deed, the Perpetual Securities and any Coupons is given by DBS Trustee Limited in its capacity as trustee of MPACT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate shall be limited to the assets of MPACT over which DBS Trustee Limited (in its capacity as trustee of MPACT) has recourse, and shall not extend to any personal assets of DBS Trustee Limited or any assets held by DBS Trustee Limited as trustee for any trust (other than MPACT).
- (b) It is hereby agreed that DBS Trustee Limited's obligations under the Trust Deed, the Perpetual Securities and any Coupons will be solely the corporate obligations of DBS Trustee Limited (in its capacity as trustee of MPACT) and there shall be no recourse against the shareholders, directors, officers or employees of DBS Trustee Limited 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 any Coupons. The foregoing shall not restrict or prejudice the rights and remedies of the Trustee, the Securityholders or the Couponholders in connection with any gross negligence, fraud, wilful default or breach of trust of DBS Trustee Limited.

- (c) For the avoidance of doubt, any legal action or proceedings commenced against DBS Trustee Limited (in its capacity as trustee of MPACT) whether in Singapore or elsewhere pursuant to the Trust Deed, the Perpetual Securities and any Coupons shall be brought against DBS Trustee Limited in its capacity as trustee of MPACT 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 Perpetual Securities and/or any Coupons.

## 20. 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;

**Subsidiary** means any company which is for the time being, a subsidiary (within the meaning of Section 5 of the Companies Act, Chapter 50 of Singapore), and in relation to MPACT, means any company, corporation, trust, fund or other entity (whether or not a body corporate):

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

and for these purposes, any company, corporation, trust, fund or other entity (whether or not a body corporate) shall be treated as being controlled by MPACT if MPACT (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;

**Winding-Up** means, with respect to the Issuer or MPACT, a final and effective order or resolution for the bankruptcy, winding-up, liquidation, receivership, termination or similar proceedings in respect of the Issuer or MPACT, 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;

**Unit** means an undivided interest in MPACT as provided for in the MPACT Trust Deed; and

**Unitholder(s)** means 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.

## **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 will be used by the MPACT Group for its general corporate purposes.

## SUMMARY FINANCIAL INFORMATION OF THE MCT GROUP

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

The summary consolidated financial information of the MCT Group as at 31 March 2020, 2021, and 2022 has been derived from the audited consolidated financial statements for the financial years ended 31 March 2021 and 2022 respectively, which have been audited by PricewaterhouseCoopers LLP, and should be read in conjunction with the Independent Auditor's Reports on the audited consolidated financial statements for the financial years ended 31 March 2021 and 2022 respectively included elsewhere in this Offering Circular.

### Consolidated Statements of Financial Position As at 31 March 2020, 2021, and 2022

	As at 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	65,857	192,543	124,170
Trade and other receivables	5,027	7,631	2,725
Tax recoverable	1,850	5,849	5,849
Other current assets	526	528	649
<b>Total current assets</b>	<b>73,260</b>	<b>206,551</b>	<b>133,393</b>
<b>Non-current assets</b>			
Investment properties	8,920,000	8,737,000	8,821,000
Plant and equipment	329	266	162
Other non-current assets	—	—	2,227
Derivative financial instruments	13,482	6,767	27,741
<b>Total non-current assets</b>	<b>8,933,811</b>	<b>8,744,033</b>	<b>8,851,130</b>
<b>Total Assets</b>	<b>9,007,071</b>	<b>8,950,584</b>	<b>8,984,523</b>
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade and other payables	104,448	114,047	102,919
Borrowings	159,971	70,000	460,547
Derivative financial instruments	376	2,390	4,570
<b>Total current liabilities</b>	<b>264,795</b>	<b>186,437</b>	<b>568,036</b>

	As at 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>Non-current liabilities</b>			
Other payables	59,362	53,007	53,923
Borrowings	2,848,049	2,959,625	2,543,787
Derivative financial instruments	22,943	17,573	266
Deferred tax liabilities	24,974	24,974	24,974
<b>Total non-current liabilities</b>	<b>2,955,328</b>	<b>3,055,179</b>	<b>2,622,950</b>
<b>Total Liabilities</b>	<b>3,220,123</b>	<b>3,241,616</b>	<b>3,190,986</b>
<b>NET ASSETS</b>	<b>5,786,948</b>	<b>5,708,968</b>	<b>5,793,537</b>
<b>Represented by:</b>			
Unitholders' funds	5,786,948	5,708,968	5,793,537
<b>UNITS IN ISSUE ('000)</b>	<b>3,307,510</b>	<b>3,316,204</b>	<b>3,323,514</b>
<b>NET ASSET VALUE (NAV) PER UNIT (S\$)</b>	<b>1.75</b>	<b>1.72</b>	<b>1.74</b>

**Consolidated Statements of Profit or Loss**  
**For the financial years ended 31 March 2020, 2021 and 2022**

	<b>For the financial year ended 31 March</b>		
	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>S\$'000</b>	<b>S\$'000</b>	<b>S\$'000</b>
Gross revenue	482,825	478,997	499,475
Property operating expenses	(104,885)	(101,987)	(110,794)
<b>Net property income</b>	<b>377,940</b>	<b>377,010</b>	<b>388,681</b>
Finance income	813	754	284
Finance expenses	(78,787)	(76,848)	(72,575)
Manager's management fees			
– Base fee	(20,031)	(22,458)	(22,218)
– Performance fee	(15,117)	(15,080)	(15,547)
Trustee's fee	(952)	(1,049)	(1,039)
Other trust expenses	(1,345)	(1,153)	(1,388)
Foreign exchange (loss)/gain	(7,900)	8,639	8,926
Net change in fair value of financial derivative	8,885	(8,786)	(8,390)
<b>Profit before tax and net change in fair value of investment properties</b>	<b>263,506</b>	<b>261,029</b>	<b>276,734</b>
Net change in fair value of investment properties	279,591	(192,420)	70,290
<b>Profit for the financial year before tax</b>	<b>543,097</b>	<b>68,609</b>	<b>347,024</b>
Income tax expense	(2)	(3)	(5)
<b>Profit for the financial year after tax</b>	<b>543,095</b>	<b>68,606</b>	<b>347,019</b>
<b>Earnings per unit (cents)</b>			
– Basic and diluted	<b>17.74</b>	<b>2.07</b>	<b>10.45</b>

**Consolidated Statements of Cash Flows**  
**For the financial years ended 31 March 2020, 2021 and 2022**

	For the financial year ended 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>Cash flows from operating activities</b>			
Profit for the financial year after tax	543,095	68,606	347,019
Adjustments for:			
– Income tax expense	2	3	5
– Depreciation	70	148	148
– Impairment of trade receivables	77	163	256
– Plant and equipment written off	17	–	–
– Unrealised foreign exchange loss/(gain)	7,900	(8,639)	(8,926)
– Net change in fair value of investment properties	(279,591)	192,420	(70,290)
– Net change in fair value of financial derivative	(8,885)	8,786	8,390
– Finance income	(813)	(754)	(284)
– Finance expenses	78,787	76,848	72,575
– Manager's management fees paid/payable in units	16,143	15,402	15,497
Operating cash flows before working capital changes	<b>356,802</b>	<b>352,983</b>	<b>364,390</b>
Changes in working capital:			
– Trade and other receivables	1,833	(4,759)	4,595
– Other assets	(142)	(2)	(121)
– Trade and other payables	11,723	11,215	(5,234)
Cash generated from operations	370,216	359,437	363,630
– Income tax paid	(*)	(4,002)	(5)
<b>Net cash provided by operating activities</b>	<b>370,216</b>	<b>355,435</b>	<b>363,625</b>
<b>Cash flows from investing activities</b>			
Additions to investment properties	(17,088)	(14,332)	(18,682)
Acquisition of interest in investment property	(887,741)	–	–
Additions to plant and equipment	(216)	(85)	(44)
Finance income received	806	680	339
Prepayments of transaction costs directly attributable to the Proposed Merger <sup>1</sup>	–	–	(453)
<b>Net cash used in investing activities</b>	<b>(904,239)</b>	<b>(13,737)</b>	<b>(18,840)</b>

\* Less than S\$1,000

<sup>1</sup> As at 31 March 2022, the MCT Group incurred transaction costs directly attributable to the proposed merger of MCT and MNACT (**Proposed Merger**) of S\$2,227,000.

	For the financial year ended 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>Cash flows from financing activities</b>			
Proceeds from borrowings	2,276,500	944,100	137,900
Repayments of borrowings	(2,472,301)	(754,400)	(86,800)
Proceeds from issue of notes	250,000	–	–
Redemption of notes	(50,000)	(160,000)	(70,000)
Payments of financing fees	(5,814)	(2,045)	(147)
Finance expenses paid	(76,434)	(74,378)	(71,885)
Payments of distribution to Unitholders	(279,628)	(168,289)	(322,226)
Proceeds from issue of new units	918,557	–	–
Payments of transaction costs related to issuance of new units	(10,119)	–	–
<b>Net cash provided by/(used in) financing activities</b>	<b>550,761</b>	<b>(215,012)</b>	<b>(413,158)</b>
<b>Net increase/(decrease) in cash and cash equivalents held</b>	<b>16,738</b>	<b>126,686</b>	<b>(68,373)</b>
Cash and cash equivalents at beginning of the financial year	49,119	65,857	192,543
<b>Cash and cash equivalents at end of the financial year</b>	<b>65,857</b>	<b>192,543</b>	<b>124,170</b>

## SUMMARY FINANCIAL INFORMATION OF THE MNACT GROUP

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

The summary consolidated financial information of the MNACT Group as at 31 March 2020, 2021, and 2022 has been derived from the audited consolidated financial statements for the financial years ended 31 March 2021 and 2022 respectively, which have been audited by PricewaterhouseCoopers LLP, and should be read in conjunction with the Independent Auditor's Reports on the audited consolidated financial statements for the financial years ended 31 March 2021 and 2022 respectively included elsewhere in this Offering Circular.

### Consolidated Statements of Financial Position As at 31 March 2020, 2021, and 2022

	As at 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and bank balances	207,798	252,198	247,279
Trade and other receivables	17,671	14,596	9,285
Other current assets	1,893	3,361	3,213
Inventories	638	569	560
Derivative financial instruments	129	1,990	16,388
<b>Total current assets</b>	<b>228,129</b>	<b>272,714</b>	<b>276,725</b>
<b>Non-current assets</b>			
Investment properties	8,347,232	7,674,050	7,996,064
Plant and equipment	3,785	3,307	2,727
Investment in a joint venture	—	116,562	123,353
Derivative financial instruments	7,528	22,040	57,190
<b>Total non-current assets</b>	<b>8,358,545</b>	<b>7,815,959</b>	<b>8,179,334</b>
<b>Total Assets</b>	<b>8,586,674</b>	<b>8,088,673</b>	<b>8,456,059</b>
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade and other payables	149,957	122,060	141,372
Borrowings	352,669	207,406	456,662
Lease liabilities	77	62	34
Derivative financial instruments	5,313	9,544	1,536
Current income tax liabilities	33,874	27,805	40,251
<b>Total current liabilities</b>	<b>541,890</b>	<b>366,877</b>	<b>639,855</b>

	As at 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>Non-current liabilities</b>			
Other payables	109,894	105,861	91,844
Borrowings	3,019,639	3,063,847	2,961,257
Lease liabilities	64	—	111
Derivative financial instruments	51,397	16,216	2,573
Deferred tax liabilities	133,160	150,749	155,643
<b>Total non-current liabilities</b>	<b>3,314,154</b>	<b>3,336,673</b>	<b>3,211,428</b>
<b>Total Liabilities</b>	<b>3,856,044</b>	<b>3,703,550</b>	<b>3,851,283</b>
<b>NET ASSETS</b>	<b>4,730,630</b>	<b>4,385,123</b>	<b>4,604,776</b>
<b>Represented by:</b>			
Unitholders' funds	4,575,669	4,275,933	4,152,659
General reserve	3,782	5,167	6,650
Hedging reserve	6,164	(104)	25,906
Foreign currency translation reserve	135,892	94,688	158,741
	<b>4,721,507</b>	<b>4,375,684</b>	<b>4,343,956</b>
Perpetual Securities	—	—	248,462
Non-controlling interests <sup>1</sup>	9,123	9,439	12,358
	<b>4,730,630</b>	<b>4,385,123</b>	<b>4,604,776</b>
<b>UNITS IN ISSUE ('000)</b>	<b>3,342,916</b>	<b>3,434,337</b>	<b>3,527,974</b>
<b>NET ASSET VALUE (NAV) PER UNIT (S\$)</b>	<b>1.412</b>	<b>1.274</b>	<b>1.231</b>

<sup>1</sup> Non-controlling interests refer to 1.53% effective interest of the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

**Consolidated Statements of Profit or Loss**  
**For the financial years ended 31 March 2020, 2021 and 2022**

	For the financial year ended 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
Gross revenue	354,478	391,415	426,676
Property operating expenses	(76,991)	(99,375)	(104,735)
<b>Net property income</b>	<b>277,487</b>	<b>292,040</b>	<b>321,941</b>
Finance income	2,114	2,050	1,730
Finance expenses	(74,901)	(71,595)	(66,106)
Manager's management fees			
– Base fee	(23,217)	(21,591)	(23,922)
– Performance fee	–	–	–
Trustee's fee	(787)	(821)	(826)
Other trust expenses	(2,112)	(2,461)	(2,936)
Foreign exchange gain	5,110	1,525	1,700
Net change in fair value of financial derivatives	(4,070)	3,886	2,051
Other non-operating income – interim insurance proceeds <sup>1</sup>	–	46,393	12,354
<b>Profit before tax and net change in fair value of investment properties and share of profit of a joint venture</b>	<b>179,624</b>	<b>249,426</b>	<b>245,986</b>
Net change in fair value of investment properties	(17,906)	(480,957)	(215,399)
Share of profit of a joint venture	–	3,428	22,965
<b>Profit/(loss) for the financial year before tax</b>	<b>161,718</b>	<b>(228,103)</b>	<b>53,552</b>
Income tax expense	(37,452)	(36,459)	(31,551)
<b>Profit/(loss) for the financial year after tax</b>	<b>124,266</b>	<b>(264,562)</b>	<b>22,001</b>
<b>Profit/(loss) attributable to:</b>			
Unitholders	123,556	(265,788)	16,759
Perpetual securities holders	–	–	5,049
Non-controlling interests <sup>2</sup>	710	1,226	193
<b>Profit/(loss) for the financial year after tax</b>	<b>124,266</b>	<b>(264,562)</b>	<b>22,001</b>
<b>Earnings per unit (cents)</b>			
– Basic and diluted	<b>3.862</b>	<b>(7.857)</b>	<b>0.480</b>

<sup>1</sup> Relates to the receipt of interim and final payments by the insurers, in connection with the insurance claims for property damage and revenue loss due to business interruption at Festival Walk.

<sup>2</sup> Non-controlling interests refers to the 1.53% effective interest in the Japan Properties held by MIJ.

**Consolidated Statements of Cash Flows**  
**For the financial years ended 31 March 2020, 2021 and 2022**

	<b>For the financial year ended 31 March</b>		
	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>S\$'000</b>	<b>S\$'000</b>	<b>S\$'000</b>
<b>Cash flows from operating activities</b>			
Profit/(loss) for the financial year after tax	124,266	(264,562)	22,001
Adjustments for:			
– Income tax expense	37,452	36,459	31,551
– Amortisation of rent free incentive	(509)	(119)	1,259
– Depreciation	1,238	1,306	1,314
– Plant and equipment written off	101	35	–
– Net change in fair value of investment properties	17,906	480,957	215,399
– Net change in fair value of financial derivatives	4,070	(3,886)	(2,051)
– Manager's management fees paid/payable in units	19,761	15,847	18,235
– Property manager's management fees paid/payable in units	10,150	9,605	10,419
– Finance income	(2,114)	(2,050)	(1,730)
– Finance expenses	74,901	71,595	66,106
– Net foreign exchange (gain)/loss on capital item	(1,939)	834	(1,137)
– Share of profit of a joint venture	–	(3,428)	(22,965)
Operating cash flows before working capital changes	285,283	342,593	338,401
Changes in working capital:			
– Trade and other receivables and other current assets	(7,689)	1,345	1,411
– Inventories	34	69	12
– Trade and other payables	8,448	(5,498)	(1,310)
Cash generated from operations	286,076	338,509	338,514
– Income tax paid	(20,308)	(25,403)	(22,657)
<b>Net cash provided by operating activities</b>	<b>265,768</b>	<b>313,106</b>	<b>315,857</b>
<b>Cash flows from investing activities</b>			
Additions to investment properties	(12,803)	(19,743)	(38,645)
Additions to plant and equipment	(1,694)	(957)	(569)
Distributions received from joint venture	–	–	4,393
Net cash outflow on acquisition of investment properties	(464,693)	–	(486,451)
Net cash outflow on investment in a joint venture	–	(114,650)	–
Interest income received	2,940	1,491	1,853
<b>Net cash used in investing activities</b>	<b>(476,250)</b>	<b>(133,859)</b>	<b>(519,419)</b>

	For the financial year ended 31 March		
	2020	2021	2022
	S\$'000	S\$'000	S\$'000
<b>Cash flows from financing activities</b>			
Repayment of borrowings	(174,285)	(614,599)	(234,012)
Repayment of medium term note	(98,313)	–	(175,000)
Proceeds from borrowings	654,751	638,605	595,035
Financing fees paid	(4,095)	(3,889)	(4,360)
Principal payment of lease liabilities	(53)	(77)	(62)
Proceeds from issuance of Transaction Units	144,776	–	–
Payment of issue expenses	(30)	(500)	(222)
Payments of distributions to Unitholders (net of distribution in units) <sup>1</sup>	(216,201)	(84,225)	(166,897)
Payment of distributions to non-controlling interests (capital returns)	(284)	(623)	(419)
Payments of distributions to perpetual securities holders	–	–	(4,387)
Contribution from non-controlling interests	3,741	–	3,236
Interest paid	(73,183)	(65,904)	(61,881)
Change in restricted cash	(15,524)	(5,003)	(2,158)
Proceeds from issuance of perpetual securities, net of transaction costs	–	–	248,743
<b>Net cash provided by/(used in) financing activities</b>	<b>221,300</b>	<b>(136,215)</b>	<b>197,616</b>
<b>Net increase/(decrease) in cash and cash equivalents held</b>	<b>10,818</b>	<b>43,032</b>	<b>(5,946)</b>
Cash and cash equivalents at beginning of the financial year	175,168	188,208	229,276
Effect of currency translation on cash and cash equivalents	2,222	(1,964)	341
<b>Cash and cash equivalents at end of the financial year</b>	<b>188,208</b>	<b>229,276</b>	<b>223,671</b>

<sup>1</sup> This amount excludes S\$23.1 million, S\$63.4 million and S\$65.9 million for FY19/20, FY20/21 and FY21/22 respectively distributed through the issuance of 19,391,049, 70,129,942 and 64,949,627 new units in MNACT in FY19/20, FY20/21 and FY21/22 as part payment of distributions pursuant to the Distribution Reinvestment Plan.

**UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION OF  
THE MPACT GROUP**

**UNAUDITED PRO FORMA CONSOLIDATED  
FINANCIAL INFORMATION**

*For the financial year ended 31 March 2022*

In connection with the merger between Mapletree Pan Asia Commercial Trust and Mapletree North Asia Commercial Trust

**MAPLETREE PAN ASIA COMMERCIAL TRUST**  
*(Constituted under a Trust Deed in the Republic of Singapore)*  
**AND ITS SUBSIDIARIES**

**UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF PROFIT OR LOSS**  
*For the financial year ended 31 March 2022*

	<b>31 March 2022</b>
	<b>S\$'000</b>
Gross revenue	930,599
Property operating expenses	(216,308)
<b>Net property income</b>	<b>714,291</b>
Finance income	2,014
Finance expenses	(145,768)
Manager's management fees	
– Base fees	(56,793)
– Performance fees	(6,381)
Trustee's fees	(947)
Other trust expenses	(4,324)
Foreign exchange gain	10,626
Net change in fair value of financial derivatives	(6,339)
Other non-operating income – interim insurance proceeds	12,354
<b>Profit before tax and fair value change in investment properties and share of profit of a joint venture</b>	<b>518,733</b>
Net change in fair value of investment properties	(163,109)
Share of profit of a joint venture	22,965
<b>Profit for the financial year before tax</b>	<b>378,589</b>
Income tax expense	(32,218)
<b>Profit for the financial year after tax</b>	<b>346,371</b>
<b>Profit attributable to:</b>	
Unitholders	332,376
Perpetual securities holders	13,795
Non-controlling interests	200
	<b>346,371</b>

*The accompanying notes form an integral part of these unaudited pro forma consolidated financial information.*

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**UNAUDITED PRO FORMA CONSOLIDATED DISTRIBUTION STATEMENT**

*For the financial year ended 31 March 2022*

	<b>31 March 2022</b>
	<b>S\$'000</b>
Profit for the financial year attributable to Unitholders	332,376
Adjustment for net effect of non-tax deductible items and other adjustments (Note A)	181,899
<b>Income available for distribution for the year</b>	<b>514,275</b>
Capital distribution	15,753
<b>Amount available for distribution for the year</b>	<b>530,028</b>

**Note A:**

Adjustment for net effect of non-tax deductible items  
and other adjustments comprise:

Major non-tax deductible items:

– Management fees paid/payable in units	25,270
– Trustee's fees	947
– Net change in fair value of financial derivatives	6,339
– Net change in fair value of investment properties net of deferred tax impact	134,498
– Net effect of other non-tax deductible items and other adjustments	14,845

**181,899**

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**MAPLETREE PAN ASIA COMMERCIAL TRUST**  
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**UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
*For the financial year ended 31 March 2022*

	<b>31 March 2022</b>
	<b>S\$'000</b>
<b>ASSETS</b>	
<b>Current assets</b>	
Cash and cash balances	371,449
Trade and other receivables	12,010
Tax recoverable	5,849
Other current assets	1,209
Inventories	3,213
Derivative financial instruments	16,388
	<b>410,118</b>
<b>Non-current assets</b>	
Investment properties	16,817,064
Plant and equipment	2,889
Investment in a joint venture	84,931
Other non-current assets	123,353
Derivative financial instruments	2,227
	<b>17,030,464</b>
<b>Total assets</b>	<b>17,440,582</b>
<b>LIABILITIES</b>	
<b>Current liabilities</b>	
Trade and other payables	244,291
Borrowings	917,209
Lease liabilities	34
Derivative financial instruments	6,106
Current income tax liabilities	40,251
	<b>1,207,891</b>
<b>Non-current liabilities</b>	
Other payables	145,767
Borrowings	5,741,502
Lease liabilities	111
Derivative financial instruments	2,839
Deferred tax liabilities	180,617
	<b>6,070,836</b>
<b>Total liabilities</b>	<b>7,278,727</b>
<b>Net assets</b>	<b>10,161,855</b>
<b>Represented by:</b>	
Unitholders' funds	9,702,235
Perpetual securities	447,262 <sup>1</sup>
Non-controlling interest	12,358
	<b>10,161,855</b>

<sup>1</sup> For pro forma illustration purposes, the scheme consideration was partially funded by S\$200.0 million of perpetual securities. Notwithstanding the assumption set out, no perpetual securities were issued to fund the cash component of the Scheme Consideration.

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## MAPLETREE PAN ASIA COMMERCIAL TRUST

*(Constituted under a Trust Deed in the Republic of Singapore)*

## AND ITS SUBSIDIARIES

### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

*For the financial year ended 31 March 2022*

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#### INTRODUCTION

The unaudited pro forma consolidated financial information has been prepared for inclusion in the Offering Circular of Mapletree Pan Asia Commercial Trust (“MPACT”) dated 27 September 2022 in connection with the setting up of its S\$5.0 billion Euro Medium Term Securities Programme to illustrate the effect of the merger of MPACT and Mapletree North Asia Commercial Trust (“MNACT”) effected through the acquisition by MPACT of all the issued and paid-up units of MNACT by way of a trust scheme of arrangement (“Trust Scheme”) in accordance with the Singapore Code on Take-overs and Mergers.

Pursuant to the Trust Scheme, each holder of MNACT Units (“MNACT Unitholder”) will be entitled to receive the following consideration for each MNACT Unit (the “Scheme Consideration”), at its election:

- (i) **Scrip-Only Consideration:** 0.5963 Consideration Units at the issue price of S\$2.0039 per Consideration Unit (the “Scheme Issue Price”) (the “Scrip-Only Consideration”); or
- (ii) **Cash-and-Scrip Consideration:** S\$0.1912 in cash and 0.5009 Consideration Units at the Scheme Issue Price of S\$2.0039 (the “Cash-and-Scrip Consideration”); or
- (iii) **Cash-Only Consideration:** S\$1.1949 in cash (the “Cash-Only Consideration”).

Mapletree Investments Pte Ltd (“MIPL”), as the sponsor of MPACT and MNACT, has provided an undertaking to elect to receive Scrip-Only Consideration in respect of all its MNACT Units.

The Merger has been approved by both MPACT Unitholders and MNACT Unitholders on 23 May 2022 and the Trust Scheme has become effective on 21 July 2022. Upon completion of the Merger, MNACT has become a wholly owned sub-trust of MPACT.

Although the Merger was completed on 20 July 2022, these unaudited pro forma consolidated financial information has been prepared by the Manager of MPACT to illustrate the effect of the Merger on the Group’s consolidated profit or loss and distributable income for the financial year ended 31 March 2022 as if the Merger had occurred on 1 April 2021, and on the Group’s consolidated statement of financial position as at 31 March 2022 as if the Merger had occurred on 31 March 2022.

The unaudited pro forma consolidated financial information presented herein was prepared on the basis that 61.9% of MNACT Unitholders would elect to receive Cash-Only Consideration and 38.1% of MNACT Unitholders would elect to receive Scrip-Only Consideration. When the Merger was approved, 58.0% of MNACT Unitholders elected to receive Cash-Only Consideration, 41.6% of MNACT Unitholders elected to receive Scrip-Only Consideration and 0.4% of MNACT Unitholders elected to receive Cash-and-Scrip Consideration.

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*For the financial year ended 31 March 2022*

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**1. Basis of Preparation**

The unaudited pro forma consolidated financial information of the MPACT and its subsidiaries (together referred to as the “Merged Entity”) for the financial year ended 31 March 2022 has been compiled based on the audited consolidated financial statements of MPACT and MNACT for the financial year ended 31 March 2022, which were prepared in accordance with Singapore Financial Reporting Standards (International) (“SFRS(I)”).

The auditors’ reports on the consolidated financial statements of MPACT and MNACT do not contain any qualifications.

These unaudited pro forma consolidated financial statements, which are expressed in Singapore Dollars (“S\$” or “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 unaudited pro forma consolidated financial statements in conformity with SFRS(I) requires the Manager to exercise its judgement, and make estimates and assumptions in the process of applying the Merged Entity’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, where estimates and assumptions are significant to the unaudited pro forma consolidated financial statements relates to investment properties.

Notwithstanding the net current liabilities position, based on the Merged Entity’s existing financial resources, the Manager is of the opinion that the Merged Entity will be able to refinance its borrowings and meet its current obligations as and when they fall due. Specifically, the Merged Entity has sufficient credit facilities available to refinance the portion of the borrowings due within the next 12 months.

**2. Assumptions**

The unaudited pro forma financial effects of the Merged Entity has been prepared for illustrative purposes only and have been prepared based on the following assumptions:

- (i) no new MPACT Units are issued as payment of the acquisition fee in respect of the Merger, as the MPACT Manager has waived 100.0% of the acquisition fee in respect of the Merger on a one-off basis;
- (ii) the Merged Entity adopts a 100.0% distribution payout ratio;

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*The accompanying notes form an integral part of these unaudited pro forma consolidated financial information.*

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### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

*For the financial year ended 31 March 2022*

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#### 2. Assumptions (continued)

(iii) the Merged Entity's management fee structure comprises:

- (a) base fees calculated as 10.0% of distributable income (calculated before accounting for the base fee and performance fee);
- (b) performance fees calculated as 25.0% of the difference in DPU in a financial year with the DPU in the preceding financial year (calculated before accounting for the performance fee, but after accounting for the base fee in that financial year), multiplied by the weighted average number of the Merged Entity's units in issue for such financial year; and
- (c) the fees of the property manager are paid entirely in cash.

#### 2.1 Unaudited pro forma consolidated profit or loss statements and distributable income

- (a) Assumes the Merger was completed on 1 April 2021, and that MPACT held and operated the properties of MNACT for the financial year ended 31 March 2022.
- (b) Includes full year contribution from Hewlett-Packard Japan Headquarters Building ("HPB"), which is based on unaudited financial information for the period from 18 June 2021 to 31 March 2022, pro-rated as if the acquisition was completed on 1 April 2021 and adjusted for the implied incremental funding costs, management fees, trustee expense and income tax expense.
- (c) Assumes the transaction costs are initially capitalised within the carrying amounts of the investment properties and the latter are subsequently remeasured at fair value at the period end.
- (d) Assumes that an additional S\$237.9 million of acquisition debt was drawn down at an all-in cost of 2.7% per annum and S\$200.0 million of perpetual securities were issued at a coupon rate of 3.7% per annum on 1 April 2021 to fund up to S\$417.3 million of the cash component of the Scheme Consideration and the transaction costs of the Merger. Notwithstanding the assumption set out, no perpetual securities were issued to fund the cash component of the Scheme Consideration.
- (e) Assumes 5.2 million additional MPACT Units are issued as payment to the MPACT Manager as base fee assuming 40.0% of the Merged Entity's management fees are paid in units, at an illustrative issue price of S\$2.0039 per MPACT Unit, being the Scheme Issue Price.

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*The accompanying notes form an integral part of these unaudited pro forma consolidated financial information.*

## **MAPLETREE PAN ASIA COMMERCIAL TRUST**

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*For the financial year ended 31 March 2022*

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### **2. Assumptions (continued)**

#### **2.2 Unaudited pro forma consolidated statement of financial position**

- (a) Assumes the Merger was completed on 31 March 2022.
- (b) Assumes the transaction costs and the difference between the Scheme Consideration and the acquired NAV of MNACT as at 31 March 2022 are initially capitalised within the carrying amounts of the investment properties and the latter are subsequently remeasured at fair value at the period end.
- (c) Assumes an additional S\$237.9 million of acquisition debt was drawn down and S\$200.0 million of perpetual securities were issued on 31 March 2022 to fund up to S\$417.3 million of the cash component of the Scheme Consideration and the transaction costs of the Merger. Notwithstanding the assumption set out, no perpetual securities were issued to fund the cash component of the Scheme Consideration.
- (d) Assumes 1,895.5 million MPACT Units are issued comprising 1,093.1 million Preferential Offering Units, in satisfaction of the additional cash requirement for the Cash-Only Consideration, based on the total number of MNACT Units issued as at 31 March 2022, at an illustrative issue price of S\$2.0039, being the Scheme Issue Price.

### **3. Significant accounting policies**

#### **3.1 Revenue recognition**

##### *(a) Rental income and service charges from operating leases*

The Merged Entity classifies the leases of its investment properties as operating leases as the Merged Entity 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 include gross turnover rental, are recognised as income in profit or loss when earned and the amount can be measured reliably.

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### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

*For the financial year ended 31 March 2022*

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#### 3. Significant accounting policies (continued)

##### 3.1 Revenue recognition (continued)

###### *(a) Rental income and service charges from operating leases (continued)*

Any changes in the scope or the consideration for a lease that was not part of the original terms and conditions of the lease (for example, rent concessions given which were not contemplated as part of the original terms and conditions of the lease) are accounted for as lease modifications.

The Merged Entity accounts for a modification to an operating lease as a new lease from the effective date of the modification, recognising the remaining lease payments as income on either a straight-line basis or another systematic basis over the remaining lease term.

###### *(b) Car parking income*

Car parking income from the operation of car parks is recognised over time upon utilisation of car parking facilities by tenants and visitors.

###### *(c) Finance income*

Finance income is recognised on a time proportion basis using the effective interest method.

###### *(d) Dividend income*

Dividend income is recognised when the right to receive the payment is established, if it is probable that the economic benefits associated with the dividend will flow to the Merged Entity, and the amount of the dividend can be reliably measured.

##### 3.2 Government grants

Government grants are recognised as a receivable at their fair value when there is reasonable assurance that the grant will be received and the Merged Entity will comply with all the attached conditions.

Government grants receivable are recognised as income over the periods necessary to match them with the related costs which they are intended to compensate, on a systematic basis.

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*For the financial year ended 31 March 2022*

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**3. Significant accounting policies (continued)**

**3.3 Expenses**

*(a) Trustee's fees*

Trustee's fees are recognised on an accrual.

*(b) Manager's management fees*

Manager's management fees are recognised on an accrual.

*(c) Property operating expenses*

Property operating expenses are recognised on an accrual basis. Included in property operating expenses are property management fees.

**3.4 Borrowing costs**

Borrowing costs are recognised in profit or loss 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 current and prior financial year.

**3.5 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 balance sheet 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 unaudited pro forma consolidated 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.

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**NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION**  
*For the financial year ended 31 March 2022*

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**3. Significant accounting policies** (continued)

**3.5 Income taxes** (continued)

A deferred income tax liability is recognised on temporary differences arising on investments in subsidiaries, except where the Merged Entity is able to control the timing of the reversal of the temporary differences 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 balance sheet date; and
- (ii) based on the tax consequence that will follow from the manner in which the Merged Entity expects, at the balance sheet date, to recover or settle the carrying amounts of its assets and liabilities.

Current and deferred income taxes are recognised as income or expenses in profit or loss, 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 granted tax transparency treatment on MPACT's taxable income that is distributed to Unitholders. Broadly, MPACT's taxable income includes rental and ancillary income from the letting, management and holding of MPACT's real estate properties in Singapore ("Specified Income"). Subject to meeting the terms and conditions of the tax transparency treatment, which include a requirement for MPACT to distribute at least 90% of its taxable income (after deduction of allowable expenses), the Trustee will not be taxed on the portion of taxable income of MPACT 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 MPACT 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 MPACT 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 MPACT (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 MPACT's taxable income to the extent that the beneficial Unitholder is:

- An individual (excluding individuals who derive the distribution through a partnership in Singapore or from carrying on of a trade, business or profession);

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### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

*For the financial year ended 31 March 2022*

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#### 3. Significant accounting policies (continued)

##### 3.5 Income taxes (continued)

- A tax resident Singapore-incorporated company;
- A Singapore branch of a company incorporated outside Singapore;
- A body of persons (excluding companies or 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);
- An international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act 1948;
- A real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment; or
- An agent bank or Supplementary Retirement Scheme (“SRS”) operator which acts as a nominee for individuals who have purchased Units under the CPF Investment Scheme or the SRS respectively.

Where the beneficial Unitholder is a qualifying non-resident non-individual investor or qualifying non-resident fund, MPACT will deduct/withhold tax at the reduced rate of 10.0% for distributions made out of MPACT’s taxable income on or before 31 December 2025.

The above tax transparency ruling does not apply to gains from sale of real properties. Such gains, if they are considered as trading or revenue 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.

Further, MNACT (as a sub-trust of MPACT) is exempted from Singapore income tax under Section 13(12) of the Income Tax Act 1947 of Singapore (“SITA”) on the dividend income from its subsidiaries in Cayman out of underlying rental income derived from the investment properties in Hong Kong, in China and South Korea. This exemption is granted subject to certain conditions.

MNACT’s Singapore subsidiary company, Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. is also exempted from Singapore income tax under Section 13(8) of the SITA on the dividends received from the Hong Kong Treasury Company provided that the underlying income is subject to profits tax in Hong Kong SAR and the highest rate of profits tax rate in Hong Kong SAR at the time the income is received in Singapore is not less than 15.0%.

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*For the financial year ended 31 March 2022*

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**3. Significant accounting policies** (continued)

**3.6 Group accounting**

*(a) Subsidiaries*

*(i) Consolidation*

Subsidiaries are entities (including structured entity) over which the Merged Entity has control. The Merged Entity controls an entity when the Merged Entity 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. Subsidiaries are fully consolidated from the date on which control is transferred to the Merged Entity. It is deconsolidated from the date on which control ceases.

In preparing the unaudited pro forma consolidated financial statements of the Merged Entity, 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 MPACT's subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Merged Entity.

*(ii) Acquisitions*

The acquisition method of accounting is used to account for business combinations entered into by the Merged Entity.

The consideration transferred for the business acquisition of a subsidiary or business comprises the fair value of the assets transferred, the liabilities incurred and the equity interests issued by the Merged Entity. 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 Merged Entity 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.

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*The accompanying notes form an integral part of these unaudited pro forma consolidated financial information.*

## MAPLETREE PAN ASIA COMMERCIAL TRUST

(Constituted under a Trust Deed in the Republic of Singapore)

## AND ITS SUBSIDIARIES

### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

For the financial year ended 31 March 2022

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#### 3. Significant accounting policies (continued)

##### 3.6 Group accounting (continued)

###### (a) *Subsidiaries* (continued)

###### (ii) *Acquisitions* (continued)

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.

For acquisitions of subsidiaries which do not qualify as business combinations, the transactions are accounted for in accordance with the respective accounting policies for the assets acquired and the liabilities assumed.

###### (iii) *Disposals*

When a change in the Merged Entity'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 profit or loss or transferred directly to Unitholders' funds if required by SFRS(I).

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 profit or loss.

###### (b) *Transactions with non-controlling interests*

Changes in the Merged Entity'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 MPACT. 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 MPACT.

###### (c) *Joint ventures*

Joint ventures are entities over which the Merged Entity's has joint control as a result of contractual arrangements, and rights to the net assets of the entities.

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For the financial year ended 31 March 2022

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#### 3. Significant accounting policies (continued)

##### 3.6 Group accounting (continued)

###### (c) Joint ventures (continued)

Investment in a joint venture is accounted for in the consolidated financial statements using the equity method of accounting less impairment losses, if any.

###### (i) Acquisition

An investment in a joint venture is initially recognised at cost. The cost of an acquisition is measured at the fair value of the assets given, equity instruments issued or liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Goodwill on joint ventures represents the excess of the cost of acquisition of the joint ventures over the Merged Entity's share of the fair value of the identifiable net assets of the joint ventures and is included in the carrying amount of the investments.

###### (ii) Equity method of accounting

Under the equity method of accounting, the investments are initially recognised at cost and adjusted thereafter to recognise the Merged Entity's share of its joint ventures' post-acquisition profits or losses of the investee in profit or loss and its share of movements in other comprehensive income of the investee's other comprehensive income. Dividends received or receivable from the joint ventures are recognised as a reduction of the carrying amount of the investments. When the Merged Entity's share of losses in a joint venture equals to or exceeds its interest in the joint venture, the Merged Entity does not recognise further losses, unless it has legal or constructive obligations to make, or has made, payments on behalf of the joint venture.

If the joint venture subsequently reports profits, the Merged Entity resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised. Interest in a joint venture includes any long-term loans for which settlement is never planned nor likely to occur in the foreseeable future.

Unrealised gains on transactions between the Merged Entity and its joint ventures are eliminated to the extent of the Merged Entity's interest in the joint ventures. Unrealised losses are also eliminated unless the transactions provide evidence of impairment of the assets transferred. The accounting policies of joint ventures are changed where necessary to ensure consistency with the accounting policies adopted by the Merged Entity.

###### (iii) Disposals

Investments in joint ventures are derecognised when the Merged Entity loses joint control. If the retained equity interest in the former joint venture is a financial asset, the retained equity interest is measured at fair value. The difference between the carrying amount of the retained interest at the date when joint control is lost, and its fair value and any proceeds on partial disposal, is recognised in profit or loss.

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**MAPLETREE PAN ASIA COMMERCIAL TRUST**  
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*For the financial year ended 31 March 2022*

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**3. Significant accounting policies (continued)**

**3.7 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.

**3.8 Non-derivative financial assets**

*(a) Classification and measurement*

The Merged Entity classifies its non-derivative financial assets at amortised cost. The classification depends on the Merged Entity's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset. The Merged Entity reclassifies debt instruments when and only when its business model for managing those assets change.

*Financial assets at amortised cost*

*(i) At initial recognition*

At initial recognition, the Merged Entity measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset.

*(ii) At subsequent measurement*

Debt instruments include "cash and bank balances", "trade and other receivables" and deposits presented in "other current assets" in the Statements of Financial Position. Debt instruments that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. A gain or loss on a debt instrument that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets is included in interest income using the effective interest rate method.

*(b) Impairment*

The Merged Entity assesses on a forward-looking basis the expected credit losses associated with its debt financial assets carried at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

For trade receivables, the Merged Entity applies the simplified approach permitted by SFRS(I) 9 *Financial Instruments*, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

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*The accompanying notes form an integral part of these unaudited pro forma consolidated financial information.*

## MAPLETREE PAN ASIA COMMERCIAL TRUST

*(Constituted under a Trust Deed in the Republic of Singapore)*

## AND ITS SUBSIDIARIES

### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

*For the financial year ended 31 March 2022*

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#### 3. Significant accounting policies (continued)

##### 3.8 Non-derivative financial assets (continued)

###### *(c) Recognition and derecognition*

Regular way purchases and sales of financial assets are recognised on trade date – the date on which the Merged Entity commits to purchase or sell the asset.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Merged Entity has transferred substantially all risks and rewards of ownership.

On disposal of a debt instrument, the difference between the carrying amount and the sale proceeds is recognised in profit or loss. Any amount previously recognised in other comprehensive income relating to that asset is reclassified to profit or loss.

##### 3.9 Inventories

Inventories are carried at the lower of cost and net realisable value. Cost represents average unit cost of purchase and net realisable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses.

##### 3.10 Investment properties

Investment properties for the Merged Entity 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 Trust Deed requires the investment properties to be valued by independent registered valuers at least once a year in accordance with the CIS Code. Changes in fair value are recognised in profit or loss.

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 profit or loss. The costs of maintenance, repairs and minor improvements are recognised in profit or loss when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to profit or loss.

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, MPACT may claim capital allowances on assets that qualify as plant and machinery under the Income Tax Act.

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**3. Significant accounting policies** (continued)

**3.11 Plant and equipment**

*(a) Measurement*

Plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

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:

	<b><u>Useful lives</u></b>
Plant and equipment	2 – 10 years

The residual values, estimated useful lives and depreciation method of plant and equipment are reviewed, and adjusted as appropriate, at each balance sheet date. The effects of any revision are recognised in profit or loss 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 Merged Entity and the cost can be reliably measured. Other subsequent expenditure is recognised as an expense in profit or loss 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 profit or loss.

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**3. Significant accounting policies (continued)**

**3.12 Impairment of non-financial assets**

Plant and equipment, investment in a joint venture and investments in subsidiaries 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 profit or loss.

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 profit or loss.

**3.13 Borrowings**

Borrowings are presented as current liabilities unless the Merged Entity has an unconditional right to defer settlement for at least 12 months after the balance sheet 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 profit or loss over the period of the borrowings using the effective interest method.

**3.14 Trade and other payables**

Trade and other payables represent liabilities for goods and services provided to the Merged Entity 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.

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**MAPLETREE PAN ASIA COMMERCIAL TRUST**  
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**3. Significant accounting policies (continued)**

**3.15 Derivative financial instruments and hedging activities**

The Merged Entity holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. The Merged Entity 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.

Fair value changes on derivatives that are not designated or do not qualify for hedge accounting are recognised in profit or loss when the changes arise.

The Merged Entity 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 hedging transactions. The Merged Entity also documents its assessment, both at hedge inception and on an ongoing basis on whether the hedging relationship meets the hedge effectiveness requirements under SFRS(I) 9.

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*

*(i) Interest rate swaps*

The Merged Entity has entered into interest rate swaps that are cash flow hedges to manage the Merged Entity's exposure to interest rate risk on its borrowings. These contracts entitle the Merged Entity to receive interest at floating rates on notional principal amounts and oblige the Merged Entity to pay interest at fixed rates on the same notional principal amounts, thus allowing the Merged Entity 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 other comprehensive income, accumulated in the hedging reserve and reclassified to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in profit or loss.

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**3. Significant accounting policies** (continued)

**3.15 Derivative financial instruments and hedging activities** (continued)

*(a) Cash flow hedge* (continued)

*(ii) Cross currency interest rate swaps*

The Merged Entity has entered into cross currency interest rate swaps that are cash flow hedges and are used to reduce the Merged Entity's exposure to interest rate risk and currency risk on its borrowings and interest.

The fair value changes on the effective portion of cross currency interest rate swaps designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss when the hedged interest expense on the borrowings and/or the exchange differences arising from the translation of the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of cross currency interest rate swaps are recognised immediately in profit or loss.

*(iii) Forward currency contracts*

The Merged Entity has entered into forward currency contracts that qualify as cash flow hedges and are used to hedge the highly probable forecasted foreign currency income received from the offshore assets, back into Singapore Dollars.

The fair value changes on the effective portion of forward currency contracts designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss as part of dividend income upon the receipt of the dividend income. The fair value changes on the ineffective portion of currency forwards are recognised immediately in the profit or loss.

*(b) Net investment hedge*

The Merged Entity has entered into cross currency interest rate swaps that qualify as net investment hedges of foreign operations. These hedging instruments are accounted for similarly to cash flow hedges. The fair value changes on the effective portion of cross currency interest rate swaps designated for hedging are recognised in other comprehensive income and accumulated in the foreign currency translation reserve and reclassified to profit or loss as part of the gain or loss on disposal of the foreign operation. The fair value changes on the ineffective portion of cross currency interest rate swaps are recognised immediately in profit or loss.

*(c) Derivatives that are not designated or do not qualify for hedge accounting*

Fair value changes on cross currency interest rate swaps and forward currency contracts which do not qualify for hedge accounting are recognised in the profit or loss when the changes arise. The carrying amounts of such derivatives are presented as current assets or liabilities if they are either held for trading or are expected to be realised within 12 months after the balance sheet date.

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## MAPLETREE PAN ASIA COMMERCIAL TRUST

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### NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

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#### 3. Significant accounting policies (continued)

##### 3.16 Leases

*When the Merged Entity is the lessee:*

At the inception of the contract, the Merged Entity assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

##### *Right-of-use assets*

Right-of-use assets are measured at cost which comprises the initial measurement of lease liabilities adjusted for any lease payments made at or before the commencement date and lease incentive received. Any initial direct costs that would not have been incurred if the lease had not been obtained are added to the carrying amount of the right-of-use assets.

Right-of-use assets which meet the definition of an investment property are presented within "Investment properties" and accounted for in accordance with Note 3.10.

While, right-of-use assets which meet the definition of a plant and equipment are presented within "Plant and equipment" and accounted for in accordance with Note 3.11.

##### *Lease liabilities*

Lease liability is initially measured at the present value of the lease payments discounted using the implicit rate in the lease, if the rate can be readily determined. If that rate cannot be readily determined, the Merged Entity shall use its incremental borrowing rate.

Lease liability is subsequently measured at amortised cost using the effective interest method.

##### *Short-term and low-value leases*

The Merged Entity has elected to not recognise right-of-use assets and lease liabilities for short-term leases that have lease terms of 12 months or less and leases of low value leases. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease term.

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**3. Significant accounting policies (continued)**

**3.17 Fair value estimation of financial assets and liabilities**

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

The fair values of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) are determined by using valuation techniques. The fair values of currency forwards are determined using banks' quoted forward rates and foreign exchange spot rates at the reporting date. The fair values of interest rate swaps and cross currency interest rate swaps are calculated as the present value of the estimated future cash flows, using assumptions based on market conditions existing at the reporting date.

The fair values of non-current financial liabilities carried at amortised cost are determined from adjusted quoted prices or cash flows discounted at the current market interest rates that are available to the Merged Entity for similar financial liabilities.

**3.18 Provisions**

Provisions are recognised when the Merged Entity 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.

**3.19 Currency translation**

*(a) Functional and presentation currency*

Items included in the unaudited pro forma financial statements of each entity in the Merged Entity are measured using the currency of the primary economic environment in which the entity operates ("functional currency"). The unaudited pro forma consolidated financial statements are presented in SGD, which is the functional currency of MPACT.

*(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 balance sheet date are recognised in profit or loss.

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**MAPLETREE PAN ASIA COMMERCIAL TRUST**  
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**3. Significant accounting policies** (continued)

**3.19 Currency translation** (continued)

*(c) Translation of Group entities' financial statements*

The results and financial position of all the group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- (i) Assets and liabilities are translated at the closing rates at the reporting date;
- (ii) Income and expenses are translated at average exchange rates (unless the average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated using the exchange rates at the dates of the transactions); and
- (iii) All resulting exchange differences are recognised in other comprehensive income and taken to the foreign currency translation reserve within the Statements of Changes in Equity of the Merged Entity.

*(d) Consolidation adjustments*

On consolidation, currency translation differences arising from the net investment in foreign operations, borrowings in foreign currencies, and other currency instruments designated as hedges of such investments, are recognised in other comprehensive income and taken to the foreign currency translation reserve.

When a foreign operation is sold or any loan forming part of the net investment in foreign operation is repaid, such currency translation differences recorded in the foreign currency translation reserve are recognised in profit and loss as part of the gain or loss on sale.

**3.20 Units and unit issuance expenses**

Proceeds from the issuance of units and perpetual securities are recognised as equity when there is no contractual obligation to deliver cash or other financial assets to another person or entity or exchange financial assets or liabilities with another person or entities that are potentially unfavourable to the issuer.

Issue expenses relate to expenses incurred in issuance of units and perpetual securities. The expenses relating to issuance of new units and perpetual securities are deducted directly from the net assets attributable to the Unitholders and perpetual securities balance respectively. Upon redemption of perpetual securities, the incidental costs directly attributable to its issuance are reclassified to Unitholders' funds within equity.

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## DESCRIPTION OF MPACT TREASURY COMPANY PTE. LTD.

### History and Business

MPACT TCo was incorporated in Singapore as a private company limited by shares on 18 May 2012. It is a wholly-owned subsidiary of the MPACT Trustee.

### Registered Address

The registered office of MPACT TCo as at the date of this Offering Circular is at:

10 Pasir Panjang Road  
#13-01 Mapletree Business City  
Singapore 117438

### Shareholding and Capital

The issued share capital of MPACT as at the date of this Offering Circular is S\$2.00 comprising two ordinary shares. The issued ordinary shares have been fully paid up and are wholly-owned by the MPACT Trustee. MPACT TCo does not have any subsidiaries.

### Directors

The Directors of MPACT TCo as at the date of this Offering Circular are:

<b>Name</b>	<b>Principal Occupation</b>
Lim Hwee Li Sharon	Executive Director and Chief Executive Officer of the MPACT Manager
Tan Bee Lian	Chief Financial Officer of the MPACT Manager

## **DESCRIPTION OF MAPLETREE NORTH ASIA COMMERCIAL TRUST TREASURY COMPANY (S) PTE. LTD.**

### **History and Business**

MPACT Spore-TCo was incorporated in Singapore as a private company limited by shares on 25 January 2013. It is an indirect wholly-owned subsidiary of the MPACT Trustee.

### **Registered Address**

The registered office of MPACT Spore-TCo as at the date of this Offering Circular is at:

10 Pasir Panjang Road  
#13-01 Mapletree Business City  
Singapore 117438

### **Shareholding and Capital**

The issued share capital of MPACT Spore-TCo as at the date of this Offering Circular is S\$2.00 comprising two ordinary shares. The issued ordinary shares have been fully paid up and are indirectly wholly-owned by the MPACT Trustee. Save for MPACT HK-TCo, MPACT Spore-TCo does not have any subsidiaries.

### **Directors**

The Directors of MPACT Spore-TCo as at the date of this Offering Circular are:

<b>Name</b>	<b>Principal Occupation</b>
Lim Hwee Li Sharon	Executive Director and Chief Executive Officer of the MPACT Manager
Tan Bee Lian	Chief Financial Officer of the MPACT Manager

## DESCRIPTION OF MAPLETREE NORTH ASIA COMMERCIAL TREASURY COMPANY (HKSAR) LIMITED

### History and Business

MPACT HK-TCo is a limited liability public company incorporated under the Companies Ordinance (Cap. 622) of Hong Kong (CR No. 1859970). It was incorporated in Hong Kong on 1 February 2013. It is a wholly-owned subsidiary of MPACT Spore-TCo and an indirect wholly-owned subsidiary of the MPACT Trustee.

### Registered Address

The registered office of MPACT HK-TCo as at the date of this Offering Circular is at:

Suites 2001-2, 20/F  
Great Eagle Centre  
23 Harbour Road  
Wanchai, Hong Kong

### Shareholding and Capital

The issued share capital of MPACT HK-TCo as at the date of this Offering Circular is HK\$2.00 comprising two ordinary shares. The issued shares have been fully paid up and are wholly-owned by MPACT Spore-TCo. MPACT HK-TCo does not have any subsidiaries.

### Directors

The Directors of MPACT HK-TCo as at the date of this Offering Circular are:

<b>Name</b>	<b>Principal Occupation</b>
Lim Hwee Li Sharon	Executive Director and Chief Executive Officer of the MPACT Manager
Tan Bee Lian	Chief Financial Officer of the MPACT Manager

## DESCRIPTION OF MAPLETREE PAN ASIA COMMERCIAL TRUST<sup>1</sup>

### INFORMATION ON MPACT

MPACT is a REIT positioned to be the proxy to key gateway markets of Asia. Listed on the SGX-ST, it made its public market debut as Mapletree Commercial Trust (**MCT**) on 27 April 2011 and was renamed Mapletree Pan Asia Commercial Trust on 3 August 2022 following the merger with Mapletree North Asia Commercial Trust (**MNACT**).

Its principal investment objective is to invest 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, as well as real estate-related assets, in the key gateway markets of Asia (including but not limited to Singapore, China, Hong Kong, Japan and South Korea).

MPACT's portfolio as at the date of this Offering Circular (the **Portfolio**) comprises 18 commercial properties (the **Properties**) across five key gateway markets of Asia - five in Singapore, one in Hong Kong, two in China, nine in Japan and one in South Korea. As at 31 March 2022, the Properties have a total net lettable area (**NLA**) of 11.0 million square feet and valued at S\$17.1 billion.

Within Singapore, the Properties are:

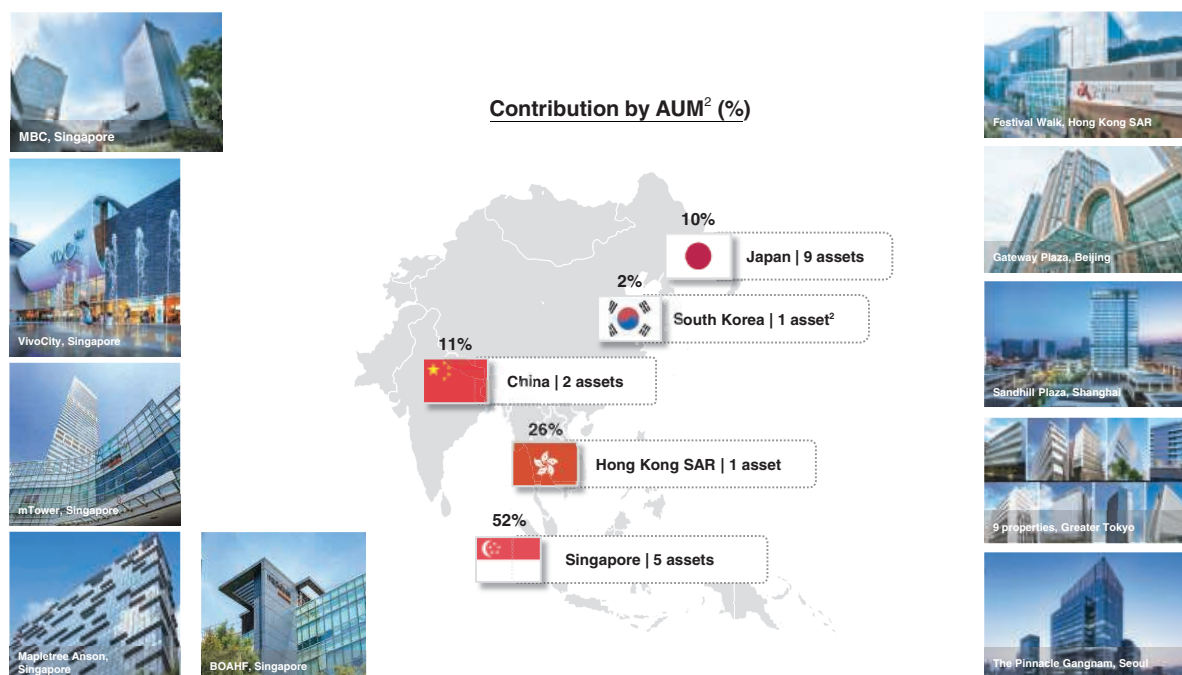
- VivoCity – Singapore's largest mall located in the HarbourFront Precinct;
- Mapletree Business City (**MBC**) – a large-scale integrated office, business park and retail complex with Grade A building specifications, supported by ancillary retail space, located in the Alexandra Precinct;
- mTower – an established integrated development with a 40-storey office block and a three-storey retail centre, Alexandra Retail Centre (**ARC**), located in the Alexandra Precinct;
- Mapletree Anson – a 19-storey premium office building located in Singapore's Central Business District (**CBD**); and
- Bank of America HarbourFront – A premium six-storey office building located in the HarbourFront Precinct.

Outside Singapore, the Properties are:

- Festival Walk, Hong Kong – a landmark territorial retail mall with an office component;
- Gateway Plaza, China – a Grade A office building with a podium area in Lufthansa sub-market within Beijing;
- Sandhill Plaza, China – a Grade A business park development in Zhangjiang Science City (**Zhangjiang**), a key business and innovation hub in Pudong, Shanghai;

<sup>1</sup> Unless otherwise stated, any information on financials or description of properties as at 31 March 2022 in this section "Description of Mapletree Pan Asia Commercial Trust" is provided on a historical pro forma basis based on the respective consolidated financial statements for the MCT Group and MNACT Group for the financial year ended 31 March 2022 (and in the case of the financials) the bases, assumptions and accounting policies set out in the section entitled "Unaudited Pro Forma Consolidated Financial Information of the MPACT Group".

- Japan Properties – nine freehold properties comprising five office buildings in Tokyo (IXINAL Monzen-nakacho Building, Higashi-nihonbashi 1-chome Building, TS Ikebukuro Building, Omori Prime Building and Hewlett-Packard Japan Headquarters Building (**HPB**)); an office building in Yokohama (ABAS Shin-Yokohama Building) and three office buildings in Chiba (SII Makuhari Building, Fujitsu Makuhari Building and mBAY POINT Makuhari); and
- The Pinnacle Gangnam (**TPG**)<sup>1</sup>, South Korea – a freehold Grade A office building with retail amenities located in Gangnam Business District, Seoul.



**Note:**

(1) This refers to MPACT's 50.0% effective interest in TPG, which is held through a joint venture.

MPACT is one of the three REITs sponsored by Mapletree Investments Pte Ltd (**MIPL** or the **Sponsor**), a leading real estate development, investment, capital and property management company headquartered in Singapore.

## STRUCTURE OF MPACT

MPACT is managed by MPACT Management Ltd. (**MPACTM** or the **MPACT Manager**). The MPACT Manager has general powers of management over the assets of MPACT. The MPACT Manager's main responsibility is to manage MPACT's assets and liabilities for the benefit of Unitholders. The MPACT Manager sets the strategic direction of MPACT and gives recommendations to the MPACT Trustee on the acquisition, divestment, development and/or enhancement of assets of MPACT in accordance with MPACT's key strategies as outlined below. The MPACT Manager is an indirect wholly-owned subsidiary of MIPL.

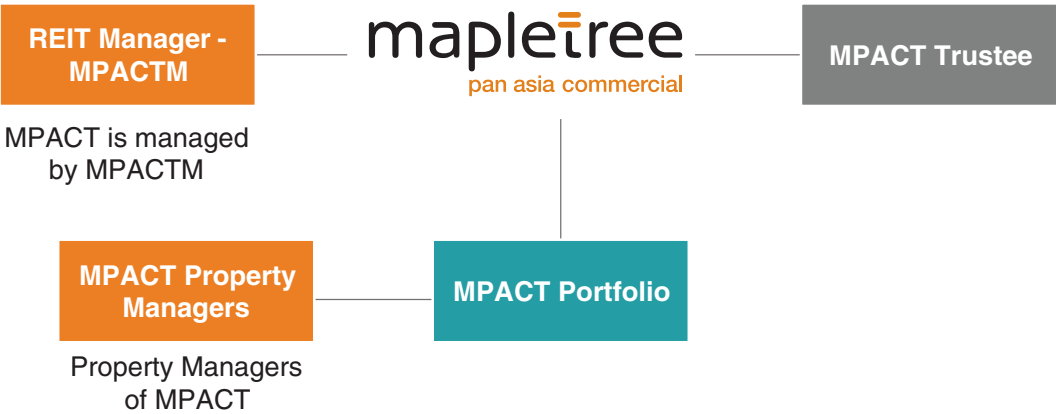
<sup>1</sup> MPACT holds a 50.0% effective interest in TPG through a joint venture.

<sup>2</sup> Assets under management.

MPACT Property Management Pte. Ltd. (**MPMPL**) is the property manager of MPACT in relation to the Singapore Properties. Mapletree North Asia Property Management Limited (**MNAPML**) is the property manager in relation to the China and Hong Kong Properties<sup>1</sup>. Mapletree Korea Management Co., Ltd. (**MKM**) is the property manager in relation to the Korea Property<sup>2</sup>. Mapletree Management Services Japan Kabushiki Kaisha (**MMSJ** together with MPMPL, MNAPML and MKM, the **MPACT Property Managers**) is the property manager in relation to the Japan Properties. The MPACT Property Managers are responsible for providing property management, lease management, project management, marketing, administration of property tax services and property accounting services for the properties in MPACT’s Portfolio.

(See “The Sponsor, the MPACT Trustee, the MPACT Manager and the MPACT Property Managers” for further details.)

The following diagram sets out the structure of MPACT:



**Note:** Simplified group structure for illustration only.

**KEY OBJECTIVES**

The key objectives of the MPACT Manager are to provide Unitholders with a relatively attractive rate of return on their investment through regular and stable distributions, and to achieve long-term stability in distribution per unit (**DPU**) and NAV per Unit, while maintaining an appropriate capital structure.

<sup>1</sup> China and Hong Kong Properties comprise Gateway Plaza, Sandhill Plaza, and Festival Walk.

<sup>2</sup> Korea Property refers to The Pinnacle Gangnam.

## KEY STRATEGIES

### (A) TAILORED AND PROACTIVE STRATEGY TO REALISE BENEFITS FROM THE MERGER

The MPACT Manager intends to implement the following strategies following the completion of the Merger with MNACT, with MPACT's geographic scope covering the key gateway markets of Singapore, Hong Kong, China, Japan and South Korea.

#### **“4R” Asset and Capital Management Strategy**



#### Recharge

The MPACT Manager intends to drive net property income (**NPI**) and DPU growth by incorporating best practices across MPACT's portfolio to maximise operational performance, together with, among others, the optimisation of tenant mix and the pursuit of active asset management, accretive asset enhancement and redevelopment opportunities.

#### Reconstitute

The MPACT Manager intends to optimise MPACT's portfolio by pursuing selective strategic divestments at an opportune time. The MPACT Manager seeks to redeploy capital into higher yielding quality properties or other asset enhancement and redevelopment opportunities to drive returns.

#### Refocus

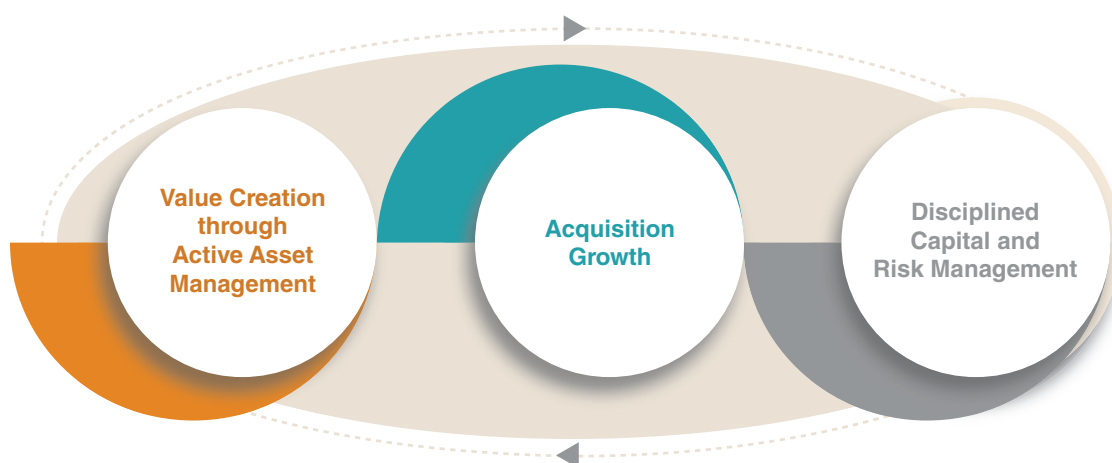
The MPACT Manager intends to pursue accretive strategic acquisitions and participate in strategic developments, leveraging the local market expertise of the MPACT's “on-the-ground” teams as well as the Sponsor's strong Asia network and extensive pipeline.

For future growth, MPACT intends to focus on adding office and office-like business park assets anchored by tenants in high growth sectors, including tech-enabled and biomedical tenants, to its portfolio. Key markets for growth include South Korea, Singapore and select cities in China.

## Resilience

The MPACT Manager intends to adopt a comprehensive capital management strategy to maintain a strong balance sheet, maximise liquidity and minimise risk. The MPACT Manager will employ an appropriate capital structure while optimising cost of debt. This strategy is supported by securing access to diversified funding sources across financial institutions and capital markets. Appropriate hedging strategies to manage interest rate and forex exposure will be implemented to address risks posed by market volatility.

### **(B) LONG-TERM VALUE CREATION STRATEGY FOR MPACT**



Over the long-term, the MPACT Manager intends to drive MPACT by harnessing and strengthening MPACT's competitive advantages, and undertaking value-enhancing asset enhancements. The MPACT Manager further intends to optimise MPACT's portfolio by pursuing selective strategic divestments at opportune times and pursuing suitable acquisitions to enhance returns.

#### **Value Creation Through Active Asset Management**

The MPACT Manager's strategy for organic growth is to actively manage the Portfolio and foster strong understanding and relationships with tenants. Through such active asset management, the MPACT Manager seeks to maintain high occupancy levels and stable rental income. The MPACT Manager also seeks to enhance efficiency and manage costs through various aspects of its operations.

The MPACT Manager aims to improve the performance of the properties through the following measures:

- Improving rentals while maintaining high occupancy rates and sustainable occupancy costs;
- Achieving high tenant retention, particularly for the office portfolio;
- Optimising tenant mix, particularly for the retail portfolio;
- Rejuvenating and reconfiguring retail space;
- Maximising yields through selective asset enhancements; and
- Improving overall costs and operational efficiencies.

## **Acquisition Growth**

The MPACT Manager will seek to achieve inorganic growth by:

- Pursuing potential asset acquisitions that will deliver attractive cashflows and yields relative to MPACT's weighted cost of capital, and opportunities for future income and capital growth;
- Seeking acquisitions that will enhance the diversification of MPACT's portfolio by location and tenant profile; and
- Optimising risk-adjusted returns to Unitholders.

In evaluating acquisition opportunities, the MPACT Manager will focus primarily on the following investment criteria:

- Value accretions;
- Yield thresholds; and
- Quality of the asset, including but not limited to location, asset enhancement potential, building and facilities specifications, tenant mix and occupancy characteristics.

The MPACT Manager, an indirect wholly-owned subsidiary of the Sponsor, is expected to benefit from the Sponsor's experience and track record in pursuing acquisition opportunities. The MPACT Manager will also source for potential acquisition opportunities from third-party vendors.

The MPACT Manager intends to hold the properties it acquires on a long-term basis. However, where the MPACT Manager considers that any property has reached a stage that offers limited scope for income contribution or growth in the future, the MPACT 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.

## **Disciplined Capital and Risk Management Strategy**

The MPACT Manager aims to maintain a strong balance sheet and ensure sufficient liquidity for working capital and acquisition needs, as well as to implement sound risk management strategies, such as:

- Actively monitoring, managing and balancing the cost of debt and debt maturity profile;
- Employing an appropriate mix of debt and equity in financing acquisitions;
- Diversifying sources of funding in debt and equity markets, and securing access to financial institutions and capital markets;
- Proactively monitoring and undertaking hedging strategies to minimise interest rate and foreign currency risks; and
- Regularly reviewing processes and controls, and monitoring key risks.

## OVERVIEW OF PROPERTIES

The Portfolio comprises 18 commercial properties in Singapore, China, Hong Kong, Japan and South Korea, with a total lettable area of approximately 11.0 million square feet. The Portfolio consists of the following properties:

### Singapore

- **VivoCity** – Singapore’s largest mall with 1,077,382 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 FY21/22, VivoCity attracted 26.9 million visitors and S\$804.0 million in tenant sales. VivoCity has received awards and accolades from both Singapore and global independent third-party agencies. Some recent awards include:
  - Expat Living’s Readers’ Choice Awards 2022: Best Shopping Mall (Silver)
  - Honeycombers Love Local: Readers’ Choice Awards 2021: Best Retail Mall in Singapore (Gold Winner), the Honeycombers Choice Winner
  - Honeykids Love Local: Readers’ Choice Awards 2021: Best Kids’ Mall Experience (Gold Winner)
  - National Health Agency and South West Community Development Council 15th South West Public Health Awards: Clean, Dry and Sparkling Public Toilets (Shopping Malls Category) (Winner)
  - Expat Living’s Readers’ Choice Awards 2020: Best Shopping Mall (Silver)
  - Building and Construction Authority (**BCA**) Awards 2019 – Green Mark Platinum Award
  - Expat Living’s Readers’ Choice Awards 2019: Best Shopping Mall (2nd Place)
  - Marketing-Interactive PR Awards 2019 – Best Event-Led PR Campaign (Silver)
  - Singapore Tourism Awards 2019 – Best Shopping Mall Experience (Finalist)
- **Mapletree Business City** – one of the largest integrated developments in Singapore, conveniently situated within the Alexandra Precinct. Comprising MBC I and MBC II, the integrated development is made up of one office tower and seven business park blocks supported by a retail and F&B cluster. Together, they offer 2,892,130 sq ft of premium office, business park and ancillary retail space. MBC’s campus-style environment features premises with Grade A building specifications as well as a full suite of contemporary facilities and amenities such as state-of-the-art multi-purpose hall and meeting rooms, a gymnasium with heated pool and amenities, a childcare centre, a clinic and wide-ranging F&B offerings. With its excellent location and connectivity, MBC stands out as a choice location for businesses. It is a ten-minute drive from Singapore’s CBD and is seamlessly linked to the Labrador Park MRT station and other public transport nodes via sheltered walkways.

MBC’s appeal is further enhanced by its wide public spaces, an eco-pond, art installations set amidst 2.8 hectares of lush landscape, as well as convenient access to parks in the vicinity. MBC’s environmentally sustainable design and features have also garnered prestigious local and international awards, including the BCA Green Mark Platinum Award for MBC I and MBC II in 2019, as well as the BCA Universal Design Mark Platinum Award, the Leadership in Energy and Environmental Design (**LEED**) certification including gold certification under the LEED 2009 Core and Shell rating system for MBC II in 2018.

- **mTower** – an established integrated development with a 40-storey office block and a three-storey retail centre, ARC, with an aggregate NLA of 526,066 sq ft. mTower’s excellent location within the Alexandra Precinct, a short distance from Singapore’s CBD, makes it an ideal choice for companies who prefer a quality office location outside Singapore’s CBD. ARC further offers a wide range of amenities and food and beverage offerings to the working population in the vicinity. mTower was re-certified BCA Green Mark Gold<sup>Plus</sup> in 2021.
- **Mapletree Anson** – a 19-storey office building located in the Tanjong Pagar micro-market of Singapore’s CBD. Mapletree Anson offers 329,237 sq ft of premium space with Grade A specifications and is one of the first buildings in Singapore to be awarded the Green Mark Platinum certification by the BCA. It is conveniently situated within a two-minute walk from the Tanjong Pagar MRT Station and is well connected to major arterial roads and expressways. It was re-certified BCA Green Mark Platinum in 2019.
- **Bank of America HarbourFront** – a premium six-storey office building with an NLA of 215,734 square feet. BOAHF, formerly known as Bank of America Merrill Lynch HarbourFront, 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 re-certified BCA Green Mark Gold<sup>Plus</sup> in 2021.

## Hong Kong

- **Festival Walk (又一城)** is a premier retail and lifestyle destination located in Kowloon Tong. Comprising a seven-storey territorial retail mall with a four-storey Grade A office component on top of the mall and three floors of underground car parks, it has a total NLA of 801,485 sq ft.

As one of the largest malls in Hong Kong featuring a multi-screen cinema and an ice skating rink, Festival Walk is positioned as an upscale territorial mall that combines modern and chic style with affordability. Festival Walk has won numerous awards in operations and green initiatives, including the “*Top 20 Shopping Mall Events*” at the U Magazine Shopping Mall Awards 2022 and a Final Platinum rating under Hong Kong Green Building Council’s Building Environmental Assessment Method (BEAM) Plus – Existing Buildings V2.0 (valid from 2022 to 2027).

## China

- **Gateway Plaza (佳程广场)** comprises a Grade A office complex and a retail component with a total NLA of 1,145,886 sq ft. Gateway Plaza is located within the prime and established business district in Beijing known as the Lufthansa Area. The complex comprises two 25-storey office towers and a connected three-storey atrium as well as three underground car park levels. Easily accessible from the Beijing Capital International Airport and well-served by public transport, Gateway Plaza has positioned itself as an ideal business destination for well-established multinational corporations such as BMW and leading domestic enterprises like Bank of China.
- **Sandhill Plaza (展想广场)** is a Grade A business park development located in the mature area of Zhangjiang in Pudong, Shanghai, which is part of Shanghai’s Free Trade Zone. It comprises one 20-storey tower, seven blocks of 3-storey buildings<sup>1</sup> and two basement levels of car park. It has a total NLA of 681,184 sq ft. It achieved the EDGE ADVANCED Green Certification in 2022.

<sup>1</sup> There are eight blocks of low-rise (three-storey) buildings within the subject premises, of which one block is separately owned by a third party and does not form part of the acquisition.

## Japan

- **ABAS Shin-Yokohama Building** is a nine-storey office building with two basement levels and 24 car park lots located at 6-1, Shin-yokohama, 2-chome, Kohoku-ku, Yokohama City, Kanagawa, with an NLA of 34,121 sq ft. It received a CASBEE “A” (Very Good) Rating from the Institute for Built Environment and Carbon Neutral for SDGs (**IBECs**) in 2022;
- **Fujitsu Makuhari Building** is a 21-storey office building with 251 car park lots, located in 9-3, Nakase 1- chome, Mihama-ku, Chiba-city, Chiba, at the fringe of the Tokyo Metropolitan Prefecture, with an NLA of 657,543 sq ft. It received a CASBEE “S” (Excellent) Rating from IBECs in 2021;
- **Hewlett-Packard Japan Headquarters Building** is a nine-storey office building located at 2-1, Ojima 2-chome, Koto-ku, Tokyo, Japan, with an NLA of 457,422 sq ft. It received a CASBEE “S” (Excellent) Rating from IBECs in 2021;
- **Higashi-nihonbashi 1-chome Building** is an eight-storey office building with eight car park lots, located at 4-6 Higashi-nihonbashi 1-chome, Chuo-ku, Tokyo, one of the central five wards in Tokyo, with an NLA of 27,996 sq ft. It received a CASBEE “A” (Very Good) Rating from IBECs in 2022;
- **IXINAL Monzen-nakacho Building** is a five-storey office building with 28 car park lots, located at 5-4 Fukuzumi 2- chome, Koto-ku, Tokyo, at the fringe of Tokyo’s central business district with an NLA of 73,753 sq ft. It received a CASBEE “A” (Very Good) Rating from IBECs in 2022;
- **mBAY POINT Makuhari** is a 26-storey office building with one basement level and 680 car park lots, located at 6, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan, at the fringe of the Tokyo Metropolitan Prefecture, with an NLA of 912,487 sq ft. It received a CASBEE “S” (Excellent) Rating from IBECs in 2021;
- **Omori Prime Building** is a 13-storey office building with one basement level and 37 car park lots, located at 21-12, Minami-oi 6-chome, Shinagawa-ku, Tokyo, Japan, at the fringe of the central five wards in Tokyo, with an NLA of 73,168 sq ft. It received a CASBEE “S” (Excellent) Rating from IBECs in 2021;
- **SII Makuhari Building** is a 26-storey office building with a basement level and 298 car park lots, located at 8, Nakase 1-chome, Mihama-ku, Chiba-city, Chiba, at the fringe of the Tokyo Metropolitan Prefecture, with an NLA of 761,476 sq ft. It received a CASBEE “S” (Excellent) Rating from IBECs in 2021; and
- **TS Ikebukuro Building** is a nine-storey office building with 15 car park lots, located at 63-4, Higashi-Ikebukuro 2-chome, Toshima-ku, Tokyo, at the fringe of Tokyo’s CBD, with an NLA of 43,073 sq ft. It received a CASBEE “A” (Very Good) Rating from IBECs in 2022.

## South Korea

- **The Pinnacle Gangnam<sup>1</sup>** is a freehold 20-storey Grade A office building with six basement levels and 181 parking lots located in 343, Hakdong-ro, Gangnam-gu in Seoul. It has an NLA of 265,335 sq ft.

<sup>1</sup> MPACT holds a 50.0% interest in the property, while MIPL holds a 49.95% interest, with the remaining 0.05% interest held by an unrelated third-party investor. NLA refers to 100.0% of the property’s NLA.

## COMPETITIVE STRENGTHS

The MPACT Manager believes that the Properties enjoy the following competitive strengths:

### **1. *Benefits from the long-term rise of Asia by capitalising on the resilient growth of key markets***

MPACT is expected to benefit from the long-term rise of Asia by capitalising on the resilient growth in the key gateway markets:

**Singapore:** Singapore is one of the world's key global trade, logistics and financial hubs and ASEAN's primary business centre, underpinned by world-class infrastructure, a stable and efficient government and a competitive tax environment. Strong economic fundamentals, including near full employment, high disposable incomes, and sustained growth in consumer demand and gross domestic product (**GDP**), provide a vital foundation for the continued performance of office, retail and business park sectors.

**China:** China is the second largest economy in the world and the only major economy to post a positive GDP growth rate in 2020, largely attributed to its "Zero-COVID" strategy. Its economy is underpinned and driven by the output of its Tier 1 cities which include Beijing, Shanghai, Guangzhou and Shenzhen that are frequently chosen by large domestic companies and multinationals as locations in which to establish a foothold and grow. China is the world's largest manufacturer and exporter and with a population that is becoming wealthier rapidly, it is now also the second largest importer in the world. While geopolitical concerns remain, the domestic political environment is very stable. The government has recently announced measures to achieve common prosperity by narrowing the wealth gap and promoting economic rebalancing and long-term sustainability.

**Hong Kong:** Strategically located within the Greater Bay Area, Hong Kong has played a pivotal role in serving as a gateway connecting Mainland China with international markets, and provides the largest source of foreign direct investment in Mainland China. While Hong Kong has gone through two consecutive years of recession, it has bottomed out and experienced substantial recovery through much of 2021. GDP has returned to pre-COVID levels. Hong Kong has also moved up one position in 2021 to take the third place in the Global Financial Centres Index 30 Report. Hong Kong's conducive business environment, coupled with its well-developed infrastructure and international communication network, makes it an attractive location for doing business in Asia. Domestic consumption, which took up less than 70.0% of the city's total retail sales prior to the start of COVID-19, is expected to grow with improving labour market conditions. The return of mainland Chinese tourists, which is expected to be gradual at the initial stage, will ultimately have a positive impact on footfall and retail sales, driving rental improvements, although the emergence of new COVID-19 variants may delay any border re-opening. Over the next few years, Hong Kong will continue its integration into the Greater Bay Area and this will create increased business opportunities for Hong Kong, strengthening its position as a major innovation and technology hub.

**Japan:** Japan is the world's third largest economy and has one of the most developed office markets in terms of transaction volumes and existing stock in the Asia-Pacific. The manufacturing sector is Japan's largest core industry and is a key driver of its economic recovery. The government's policies to promote digitalisation and improve productivity in other industries are expected to further enhance growth in the Japanese economy. There are also new policies focused on increasing middle-class incomes as a means to get the economy back on track. As a result, the office sector is expected to remain resilient, supported by the stable and sustainable outlook for Japan.

Specifically for the real estate sector, Japan enjoys a favourable spread between asset yields and cost of funds, and can provide a lower cost of funding for MPACT and act as a hedge against volatility.

**South Korea:** South Korea is the tenth largest global economy and the fourth largest in Asia by GDP. Despite COVID-19, it advanced two places in the global economic ranks from 2019 as its economy remained relatively resilient and contracted to a lesser extent compared to other countries. South Korea has undergone one of the most significant economic transformations in recent history and rode on the growth of Asia to become the high-technology economy it is today. Its economy is led by electronics, telecommunications, automobile production, chemicals, shipbuilding, steel, with newcomers like microchips, bio-health and conceptual vehicles making a strong showing, domestically and globally. In August 2021, South Korea was the first major Asian economy to raise interest rates since the pandemic began, an indication of its economic recovery. The office sector has also benefitted from the expansion of global big tech companies and rapid growth of Korean tech start-ups.

## **2. *Excellent Accessibility***

The Properties enjoy excellent connectivity via convenient access to major roads, expressways and subway lines.

### **Singapore**

The Singapore Properties enjoy excellent connectivity via convenient access to major roads, expressways and MRT lines. VivoCity and BOAHF, 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 Singapore's CBD.

Other forms of public transport to VivoCity and BOAHF 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 and mTower 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 Singapore's CBD and is easily accessible from most parts of Singapore via different expressways. For commuters, MBC and mTower 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 and mTower have attracted tenants who do not require a CBD location for their operations, but would still like to enjoy proximity to Singapore's CBD.

Mapletree Anson, located in the Tanjong Pagar micro market of Singapore's CBD, is within a two-minute walk from the Tanjong Pagar MRT Station and connected to major arterial roads and expressways.

## **Hong Kong**

Festival Walk is directly linked to the Kowloon Tong station, the interchange for the the local underground Kwun Tong Line of the Mass Transit Railway of Hong Kong (**MTR**), which links through to the southern suburbs of Kowloon (via Mong Kok) and Hong Kong's eastern suburbs beyond the old Kai Tak airport site, and the overland East Rail Line, which connects to Shenzhen Metro Line of China in the north and Admiralty in the south. Visitors arriving via the MTR Kwun Tong Line or East Rail Line can access the mall via direct air-conditioned and covered pedestrian walkways. With its direct connection to the MTR, Festival Walk is easily accessible from the north-eastern part of the New Territories, the whole of Kowloon Peninsula, Hong Kong Island and across the border from the Shenzhen area of China. Visitors can also travel to Festival Walk via buses which are available at the terminus on the ground floor of Festival Walk and Kowloon Tong MTR station. In addition, as Kowloon Tong station is one of the major interchanges for trains to China, Festival Walk is one of the most accessible retail malls for Chinese tourists travelling by train and other day travellers between Hong Kong and China. The direct rail connectivity to the Shenzhen border will support on-going growth in the number of shoppers coming from China. Festival Walk also offers excellent direct access via private transport, providing 830 car parking spaces that are open 24 hours a day, seven days a week.

## **China**

### *Gateway Plaza*

Gateway Plaza is located at the junction of the East Third Ring Road and the Airport Expressway in the Lufthansa Area, which includes the Third Embassy Area, a major commercial hub in the downtown area of Beijing, easily accessible by public transportation. It is located approximately 0.7 km away from the Sanyuanqiao Metro station (which is the interchange station of Metro Line 10 and Airport Express), approximately 8 km away from Beijing's CBD and approximately 20 km away from the Beijing Capital International Airport. Gateway Plaza also enjoys convenient transportation to Jianguomen Commercial District and Zhongguancun.

### *Sandhill Plaza*

Located adjacent to the Middle Ring Expressway, Sandhill Plaza is within a 30-minute drive to Pudong International Airport, Lujiazui and People's Square in Puxi, as well as within a 5-minute walk to Metro Line 2 Guanglan Road Station.

## **Japan**

The Japan Properties are all in Greater Tokyo and comprise mainly decentralised offices that are situated close to busy train stations, public transportation nodes and major arterial roads, and are expected to maintain resilience in a stable market.

Five of the Japan Properties are located within Tokyo 23 wards, in the fringe areas of Tokyo's CBD. The Hewlett-Packard Japan Headquarters Building is within an eight-minute walk from the Sumiyoshi subway station, which is about 15 minutes by train to Tokyo Station. IXINAL Monzen-nakacho Building is located within an eight-minute walk from the Monzen-nakacho subway station, which is connected to the heart of the Tokyo CBD via a 12-minute train ride. Omori Prime Building is located within a four-minute walk from the JR Omori train station, which is a 19-minute train ride from Tokyo Station. In addition, the Shinagawa Station (two stops from Omori Station and currently the nearest Shinkansen "bullet train" stop from Omori Prime Building) is developing into a new gateway of Japan with a steady stream of new infrastructure projects (such as maglev trains) and ongoing renewal projects. The Omori area

is expected to benefit from this development in the mid to long-term. TS Ikebukuro Building is located within a nine-minute walk from the Ikebukuro subway station, a major train terminal and is a 16-minute train ride from Tokyo Station. Higashi-nihonbashi 1-chome Building is located within a three-minute walk from the Higashi-nihonbashi subway station, which is five minutes by train from Tokyo Station.

Three of the Japan Properties are located in the Makuhari submarket of Chiba, Greater Tokyo. Currently, a new train station has been planned in the north-western part of the area near the AEON Mall. Alongside the improvement of the bay side area by the Japanese government, these projects are expected to bring more visitors, residents and improve the dynamics of the area. In addition, a through service from the JR Keiyo line to the Rinkai line is currently under study, which if implemented, will connect Makuhari to Odaiba, Shibuya, Shinjuku and the Haneda Airport. mBAY POINT Makuhari, Fujitsu Makuhari Building and SII Makuhari Building are located within an 11-minute walk from the the Kaihin Makuhari JR train station, which is a 30-minute train ride from Tokyo Station, the heart of Tokyo's CBD. They are also within close proximity of approximately 30 minutes by car to the Narita International Airport.

ABAS Shin-Yokohama Building, located in Yokohama, is within a six-minute walk to the Shin-Yokohama subway station, which is served by three railway lines (including the Shinkansen) and is approximately 18 minutes by Shinkansen and approximately 40 minutes by train from Tokyo Station.

### **South Korea**

The Pinnacle Gangnam is well-served by various rail, subway and bus networks, including direct connections across the Seoul metropolitan area and regionally via high speed KTX train services.

It enjoys direct subway access to the Gangnam-gu Office station (with two train lines, Line 7 and the Bundang Line) via the ground as well as basement levels, providing seamless and sheltered commuting for tenants and visitors to other parts of Seoul.

## **3. Strategic Location and Large Trade Area**

The attractive locations of the Properties allow them to tap on large trade areas and benefit from future increases in office and retail activity.

### **Singapore**

The Singapore 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 Singapore's 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, VivoCity has benefited from visitor arrivals to Sentosa.
- *Future growth in immediate residential catchment* – The HarbourFront/Alexandra micro-market under the Greater Southern Waterfront precinct is slated for an urban transformation under the Urban Redevelopment Authority's Master Plan 2019, which will create a major gateway to "Future Live, Work and Play". The Singapore government has also announced in April 2022 that a mix of public and private housing developments, around 6,000 public flats and 3,000 units of private housing, will be built on the 48-hectare Keppel Club site in the Greater Southern Waterfront, and would be progressively scheduled for launch in the next three to five years. This will mean a larger residential catchment, thereby increasing the footfall of retail malls in the vicinity such as VivoCity.

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.

VivoCity, along with MBC, BOAHF and mTower, are well positioned to benefit from the future urban development and infrastructure projects at the Greater Southern Waterfront precinct, which will create a new major gateway for urban living, working and entertainment.

## **Hong Kong**

### *Festival Walk*

#### ***Surrounded by middle to high-income catchment area with upcoming new upscale residential developments to drive growth***

Festival Walk is located in the heart of Kowloon Tong, a traditional upscale residential area with a number of low-rise residential developments. Kowloon Tong is considered an upscale residential area and is typically popular with middle to high-income Hong Kong families.

In addition, new private residential developments in the primary trade area have drawn more shoppers to Festival Walk. The primary catchment area has been enhanced by the development of upscale apartments and houses in the vicinity. This has provided a steady stream of local middle to high-income families to the area which are expected to be regular shoppers at the mall.

#### ***Proximity to various institutes of higher education***

Kowloon Tong is an important educational and research district with various institutions including the City University of Hong Kong, Hong Kong Baptist University, Hong Kong Institute of Vocational Education and several English language schools in close proximity to Festival Walk. The proximity of Festival Walk to educational institutions allows it to capture the large student population in the vicinity and contributes to its shopper traffic. For example, the City University of Hong Kong has a direct tunnel link to Festival Walk which allows students to access Kowloon Tong MTR station via Festival Walk.

### ***Good connectivity***

Festival Walk is easily accessible from the north and south via the MTR East Rail Line and from the west via the Kwun Tung Line. Situated next to the East Rail Kowloon Tong MTR Station, one of the major interchanges for trains to China, Festival Walk is also able to capture demand from Chinese tourists when borders reopen, although a large majority of the mall's footfall comprises locals from the Kowloon Tong area.

### **China**

#### *Gateway Plaza*

#### ***Strategically Located in the Prime Lufthansa Area***

Gateway Plaza is located in the Lufthansa Area, which is one of the most established and mature office submarkets located in the northeast of Beijing, and is highly sought after by domestic and multinational companies. The Lufthansa Area, which includes the Third Embassy Area (where several embassies including the US Embassy is located), is one of Beijing's key commercial areas largely due to the convenient access to Beijing's CBD, Beijing Capital International Airport, and Haidian District. Gateway Plaza's status as one of the top Grade A office buildings in the Lufthansa Area gives it an advantage over other buildings within its proximity.

#### *Sandhill Plaza*

#### ***Strategically located in the Free Trade Zone and Mature area of Zhangjiang***

A Grade A business park office, Sandhill Plaza is situated within Zhangjiang, the largest and most established business park in Shanghai designated as one of China's free trade zones in March 2015. As a premier business park location, Zhangjiang enjoys increasing demand from the growing high-tech and IT clusters, as well as companies in manufacturing, trading, R&D and regional headquarters seeking well-connected decentralised locations. Combining an easily accessible location with a wide range of amenities, as well as a modern interior, Sandhill Plaza is a choice location for leading foreign and local corporations.

### **Japan**

The Japan Properties are strategically located in major office hubs in the Greater Tokyo area. The Greater Tokyo area is a key economic engine for Japan and one of the world's largest metropolitan area economies. It encompasses the 23 wards of Tokyo, as well as established office areas within Kanagawa, Chiba and Saitama Prefectures.

#### ***Well-established office hubs with attractive micro-location characteristics***

#### *Tokyo*

The Hewlett-Packard Japan Headquarters Building, IXINAL Monzen-nakacho Building, TS Ikebukuro Building and Higashi-nihonbashi 1-chome Building, attract tenants who require close proximity to Tokyo's Central 5 Wards (also known as the core area of Tokyo's CBD) but pay only a fraction of the rental cost of the core area of Tokyo's CBD.

Omori, where Omori Prime Building is located, traditionally houses large manufacturing enterprises such as Hitachi and Isuzu Motors due to its proximity to factories and warehouses in the Kawasaki area and Tokyo Bay area via the National Route 15 and Metropolitan Expressway. Omori also provides a great work and live environment in a residential and commercial neighbourhood. The area around Omori Prime Building features many restaurants, supermarkets, pharmacy stores and other facilities such as post offices.

### *Chiba*

Chiba City is included as part of the National Strategic Special Zone (Tokyo Area) by the Government of Japan. The National Strategic Special Zones were designated to encourage international competitiveness and promote the creation of international economic centres. Companies and industries located in these zones can qualify for benefits from relevant government policies and investments which aim to accelerate economic growth. The Makuhari area, where mBAY POINT Makuhari, SII Makuhari Building and Fujitsu Makuhari Building are located, is an integrated business hub which offers tenants a cost-effective option due to the availability of good office specifications and large floor plates at competitive rental rates.

Amenities located within walking distance from mBAY POINT Makuhari include AEON Mall, Costco and Mitsui Outlet Park. Meeting and convention venues are well-provided with Makuhari Messe and the hotel clusters nearby. Concerts at Makuhari Messe and baseball games at ZOZO Marine Stadium are also popular after work entertainment for workers and residents in Makuhari. Several universities and high schools can be found north of the Makuhari Bay Area.

### *Yokohama*

The area is very popular with companies that require fast access to other locations given its proximity to the Shin-Yokohama train station. Tenants who locate at ABAS Shin-Yokohama Building are able to commute conveniently via the subway and Shinkansen train stations to their other branches in Tokyo and other parts of Japan.

## **South Korea**

### *The Pinnacle Gangnam*

#### ***Well connected to other business districts and high-end retail districts***

The Pinnacle Gangnam is located in Seoul's Gangnam business district, known to be the preferred location for IT, technology, media, and fashion corporates. Within close proximity to a diverse range of amenities and five-star hotels, the Pinnacle Gangnam is situated within 10 minutes' drive to Gangnam's high-end retail district (Cheongdam) and the core Gangnam Business District office cluster along Teheran Road. In addition, The Pinnacle Gangnam has two basement levels of retail amenities, which provide office tenants direct access to a wide range of food and lifestyle options.

#### 4. Diverse and Quality Tenant Base Anchored by High Quality Portfolio

##### Diversification across geographies and low single asset concentration supports portfolio resilience

MPACT has a diversified mix of assets across geographies. On a pro forma basis based on independent valuations as at 31 March 2022, Singapore assets represent 51.6% by AUM, while assets in Hong Kong, China, Japan and South Korea will represent 26.1%, 11.0%, 9.7% and 1.6% respectively. MPACT is also well-balanced across the commercial sub asset classes, with the retail, office and business park segments representing 44.1%, 34.8% and 21.0% of AUM. The exposure to any single asset being no more than 26.1% by AUM and the largest single asset contribution by NPI is 24.2%.

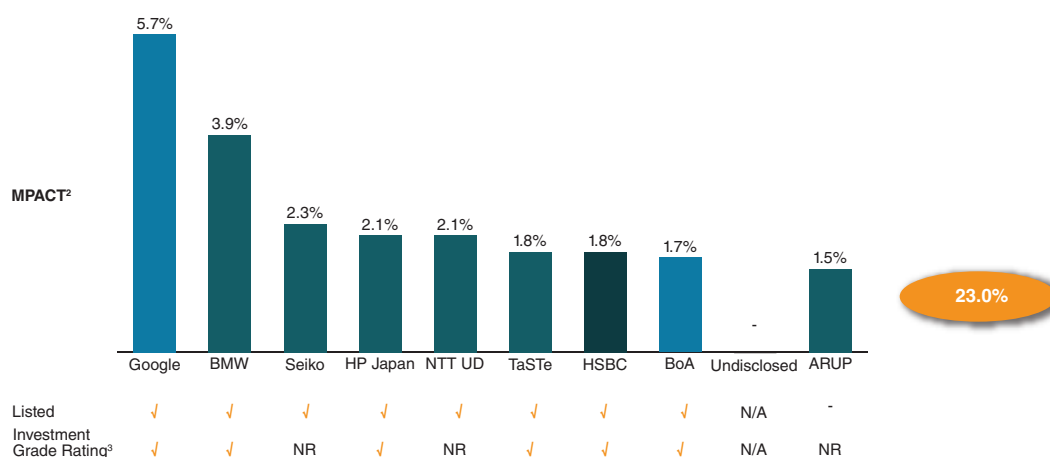
This diversification and low reliance on any single market, sub asset class, and single-asset earning vulnerability bolsters MPACT's resilience through economic cycles.

In addition, core assets, namely MBC I & II, and VivoCity, will continue to constitute a significant proportion of 40.9% of MPACT's AUM, further supporting MPACT's diversification without compromising on asset portfolio quality.

##### Cashflow stability from high quality tenants

Based on gross rental income (GRI) for the month of March 2022 on a pro forma basis, MPACT's top 10 tenants contribute 23.0% of GRI and no single tenant contributes more than 5.7% of GRI. In addition, nine out of the top 10 tenants are listed on a stock exchange and/or have an investment grade rating for their bonds. Together, the tenant diversification and high-quality tenant profile further support cashflow stability of MPACT.

Top 10 tenants by GRI<sup>1</sup>



##### Notes:

- (1) GRI contribution for the month of March 2022. Top 10 tenants excludes an undisclosed tenant.
- (2) The top tenants by GRI is based on the unique signing entity of each tenant.
- (3) Based on latest disclosed credit rating. Not rated (NR) indicates that a rating has not been assigned or is no longer assigned. Investment grade rating refers to bonds that are rated Baa3/BBB- or better. Google's rating is based off their ultimate parent, Alphabet Inc. Seiko Instruments Inc (Seiko) rating is based off their ultimate parent, Seiko Holdings Corporation. Hewlett-Packard Japan (HP Japan) rating is based off their ultimate parent HP Inc. NTT Urban Development (NTT UD) rating is based off their ultimate parent, NTT UD REIT Investment Corporation. TaSTE's rating is based off their ultimate parent, CK Hutchison Holdings. Merrill Lynch Global Services Pte. Ltd. (BoA) rating is based off their ultimate parent, The Bank of America Corporation.

## **5. Strong commitment from the Sponsor**

The Sponsor held approximately 55.56% of the Units in MPACT as at 26 August 2022.

Headquartered in Singapore, the Sponsor is a global real estate development, investment, capital and property management company committed to sustainability. The Sponsor focuses on delivering value to its stakeholders through its business model that maximises capital efficiency. In executing a business strategy that combines the roles of real estate development, investment, capital and property management, the Sponsor has generated consistently good returns to its stakeholders, and established a track record for building award-winning development projects across various real estate classes. The Sponsor manages three Singapore-listed REITs and seven private equity real estate funds, which hold a diverse portfolio of assets in Asia-Pacific, Europe, the United Kingdom (UK) and the United States (US). As at 31 March 2022, the Sponsor owns and manages S\$78.7 billion of office, retail, logistics, industrial, data centre, residential and lodging properties.

The Sponsor's assets are located across 13 markets globally, namely Singapore, Australia, Canada, China, Europe, Hong Kong, India, Japan, Malaysia, South Korea, the UK, the US and Vietnam. To support its global operations, the Sponsor has established an extensive network of offices in these countries.

The Sponsor's portfolio includes award-winning properties in Singapore such as VivoCity, Mapletree Business City and STT Tai Seng 1, as well as mixed-use developments in the region such as Saigon South Place in Ho Chi Minh City, Vietnam.

MPACT is expected to be able to leverage on the domain expertise of the Sponsor to pursue active asset management and enhancement and capture accretive investment opportunities more proactively.

## CERTAIN INFORMATION ON THE PROPERTIES

### Key Information on the Properties<sup>1</sup>

The tables below sets out certain information on the Properties as at 31 March 2022.

#### SINGAPORE

	VivoCity	Mapletree Business City (comprising MBC I and MBC II)	mTower	Mapletree Anson	Bank of America HarbourFront
<b>Asset Type</b>	Retail	Business Park, Office and Retail	Office and Retail	Office	Office
<b>Address</b>	1 HarbourFront Walk	MBC I: 10, 20, 30 Pasir Panjang Road MBC II: Part 20, 40, 50, 60, 70 and 80 Pasir Panjang Road	460 Alexandra Road	60 Anson Road	2 HarbourFront Place
<b>Title</b>	Leasehold 99 years from 1 October 1997	MBC I: Strata lease from 25 August 2016 to 29 September 2096 MBC II: Leasehold 99 years from 1 October 1997	Leasehold 99 years from 1 October 1997	Leasehold 99 years from 22 October 2007	Leasehold 99 years from 1 October 1997
<b>NLA (sq ft)</b>	1,077,382	MBC I: 1,707,426 MBC II: 1,184,704	526,066	329,237	215,734

<sup>1</sup> All information stated on 100.0% basis, unless otherwise stated.

	VivoCity	Mapletree Business City (comprising MBC I and MBC II)	mTower	Mapletree Anson	Bank of America HarbourFront
Gross Revenue for FY21/22 (\$\$ million)	183.9	215.9	45.6	34.0	20.1
Valuation as at 31 March 2022 (\$\$ million)	3,182	MBC I: 2,249 MBC II: 1,551	747	752	340
Committed Occupancy as at 31 March 2022	99.2%	97.3%	88.0%	100.0%	100.0%
Carpark Lots	2,183	2,001	749	80	94
Major Tenants	<ul style="list-style-type: none"> <li>Fairprice</li> <li>Tangs</li> <li>Zara</li> <li>Best Denki</li> <li>Golden Village</li> </ul>	<ul style="list-style-type: none"> <li>Google Asia Pacific Pte. Ltd.</li> <li>The Hong Kong and Shanghai Banking Corporation Limited</li> <li>Info-Communications Media Development Authority</li> <li>SAP Asia Pte. Ltd.</li> <li>Cisco Systems (USA) Pte. Ltd.</li> </ul>	<p>Office:</p> <ul style="list-style-type: none"> <li>Mapletree Investments Pte Ltd</li> <li>Gambling Regulatory Authority</li> </ul> <p>Retail:</p> <ul style="list-style-type: none"> <li>Fairprice</li> <li>McDonald's</li> <li>Ichiban Sushi</li> <li>Canton Paradise</li> </ul>	<ul style="list-style-type: none"> <li>WeWork Singapore Pte. Ltd.</li> <li>Goldman Sachs Services (Singapore) Pte. Ltd.</li> <li>Hubspot Asia Pte. Ltd.</li> </ul>	<ul style="list-style-type: none"> <li>Merrill Lynch Global Services Pte. Ltd.</li> </ul>

# CHINA

	Gateway Plaza, Beijing	Sandhill Plaza, Shanghai
<b>Asset Type</b>	Office	Business park
<b>Address</b>	No. 18 Xiaguangli, East 3rd Ring Road North, Chaoyang District	Blocks 1 to 5 and 7 to 9, No. 2290 Zuchongzhi Road, Pudong New District
<b>Title</b>	Leasehold up to 25 February 2053	Leasehold up to 3 February 2060
<b>NLA (sq ft)</b>	1,145,886	681,184
<b>Gross Revenue for FY21/22 (S\$ million)</b>	82.5	27.5
<b>Valuation as at 31 March 2022 (S\$ million)</b>	1,360	520
<b>Committed Occupancy as at 31 March 2022</b>	94.3%	98.6%
<b>Carpark Lots</b>	692	460
<b>Major Tenants</b>	<ul style="list-style-type: none"> <li>• BMW</li> <li>• Bank of China</li> <li>• CFLD</li> </ul>	<ul style="list-style-type: none"> <li>• Spreadtrum</li> <li>• Hanwuji</li> <li>• ADI</li> </ul>

# HONG KONG

		Festival Walk
Asset Type		Mall and office
Address		No. 80 Tat Chee Avenue, Kowloon Tong
Title		Leasehold up to 30 June 2047
NLA (sq ft)		801,485
Gross Revenue for FY21/22 (S\$ million)		204.4
Valuation as at 31 March 2022 (S\$ million)		4,455
Committed Occupancy as at 31 March 2022		99.6%
Carpark Lots		830
Major Tenants		<ul style="list-style-type: none"> <li>• TaSte</li> <li>• Arup</li> <li>• Festival Grand Cinema</li> </ul>

# JAPAN

	ABAS Shin-Yokohama Building, Yokohama	Fujitsu Makuhari Building, Chiba	Hewlett-Packard Japan Headquarters Building, Tokyo	Higashi-nihonbashi 1-chome Building, Tokyo	IXINAL Monzen-nakacho Building, Tokyo
<b>Asset Type</b>	Office	Office	Office	Office	Office
<b>Address</b>	6-1, Shin-Yokohama 2-chome, Kohoku-ku, Yokohama City	9-3, Nakase 1-chome, Mihama-ku, Chiba-shi	2-1, Ojima 2-chome, Koto-ku	4-6, Higashi- Nihonbashi 1-chome, Chuo-ku	5-4, Fukuzumi 2-chome, Koto-ku
<b>Title</b>	Freehold	Freehold	Freehold	Freehold	Freehold
<b>NLA (sq ft)</b>	34,121	657,543	457,422	27,996	73,753
<b>Gross Revenue for FY21/22 (S\$ million)</b>	2.2	13.9	16.4 <sup>1</sup>	1.6	5.6
<b>Valuation as at 31 March 2022 (S\$ million)</b>	35	225	471	30	100
<b>Committed Occupancy as at 31 March 2022</b>	100.0%	100.0%	100.0%	100.0%	100.0%
<b>Carpark Lots</b>	24	251	88	8	28
<b>Major Tenants</b>	<ul style="list-style-type: none"> <li>• Lawson</li> <li>• Rentas</li> <li>• AIRI</li> </ul>	<ul style="list-style-type: none"> <li>• Fujitsu</li> </ul>	<ul style="list-style-type: none"> <li>• Hewlett-Packard Japan, Ltd</li> </ul>	<ul style="list-style-type: none"> <li>• Tender Loving Care Services (nursery)</li> <li>• Advance</li> <li>• 10X</li> </ul>	<ul style="list-style-type: none"> <li>• DSV</li> <li>• DTS</li> <li>• Kadokawa</li> </ul>

<sup>1</sup> Gross revenue for the period of 18 June 2021 to 31 March 2022, as HPB was acquired on 18 June 2021.

	mBay POINT Makuhari, Chiba	Omori Prime Building, Tokyo	SII Makuhari Building, Chiba	TS Ikebukuro Building, Tokyo
<b>Asset Type</b>	Office	Office	Office	Office
<b>Address</b>	6, Nakase 1-chome, Mihama-ku, Chiba-shi	21-12, Minami-oi 6-chome, Shinagawa-ku	8, Nakase 1-chome, Mihama-ku, Chiba-shi	63-4, Higashi-Ikebukuro 2-chome, Toshima-ku
<b>Title</b>	Freehold	Freehold	Freehold	Freehold
<b>NLA (sq ft)</b>	912,487	73,168	761,476	43,073
<b>Gross Revenue for FY21/22 (S\$ million)</b>	42.3	5.0	21.8	3.4
<b>Valuation as at 31 March 2022 (S\$ million)</b>	410	89	237	65
<b>Committed Occupancy as at 31 March 2022</b>	92.2%	100.0%	100.0%	100.0%
<b>Carpark Lots</b>	680	37	298	15
<b>Major Tenants</b>	<ul style="list-style-type: none"> <li>• NTT Urban Development</li> <li>• Dai Nippon Printing</li> <li>• AEON Credit Service</li> </ul>	<ul style="list-style-type: none"> <li>• Eighting Co., Ltd</li> <li>• Brillnics</li> <li>• Otsuka Corporation</li> </ul>	<ul style="list-style-type: none"> <li>• Seiko Instruments Inc.</li> </ul>	<ul style="list-style-type: none"> <li>• Persol</li> </ul>

## SOUTH KOREA

The Pinnacle Gangnam, Seoul <sup>1</sup>	
Asset Type	Office
Address	343, Hakdong-ro, Gangnam-gu
Title	Freehold
NLA (sq ft)	265,335 <sup>1</sup>
Gross Revenue for FY21/22 (S\$ million)	11.8 <sup>2</sup>
Valuation as at 31 March 2022 (S\$ million)	271 <sup>2</sup>
Committed Occupancy as at 31 March 2022	97.3%
Carpark Lots	181
Major Tenants	<ul style="list-style-type: none"> <li>• FADU Inc</li> <li>• KT Corporation</li> <li>• HUVIS Corporation</li> </ul>

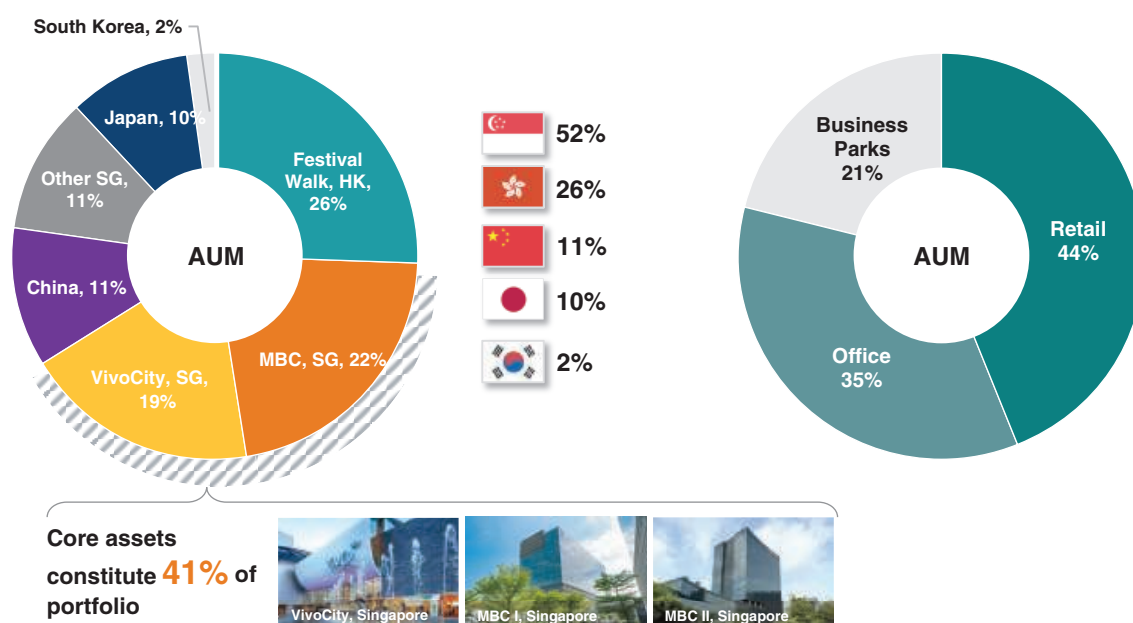
<sup>1</sup> MPACT's effective interest in TPG is 50.0%. NLA refers to 100.0% of TPG's NLA.

<sup>2</sup> Based on MPACT's 50.0% effective interest in TPG.

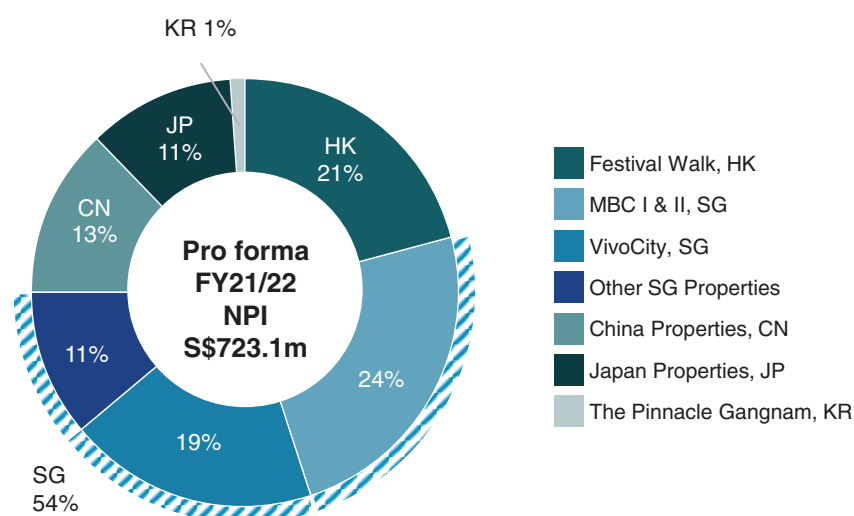
## Property Sector Analysis

The charts below provide a breakdown by AUM<sup>1</sup> of the Portfolio by properties, sub asset classes and countries as at 31 March 2022, as well as pro forma FY21/22 NPI<sup>2</sup> by properties and countries, respectively.

### AUM by properties and sub asset classes



### Pro forma FY21/22 NPI by properties and countries



## Lease Expiry Profile

The weighted average lease expiry (**WALE**) by GRI for the month of March 2022 was 2.52<sup>3</sup> years.

The leases at the Properties are generally for terms of three years. However, certain key anchor tenants have longer lease periods which provides income stability for the Portfolio.

<sup>1</sup> Includes MPACT's 50.0% effective interest in The Pinnacle Gangnam.

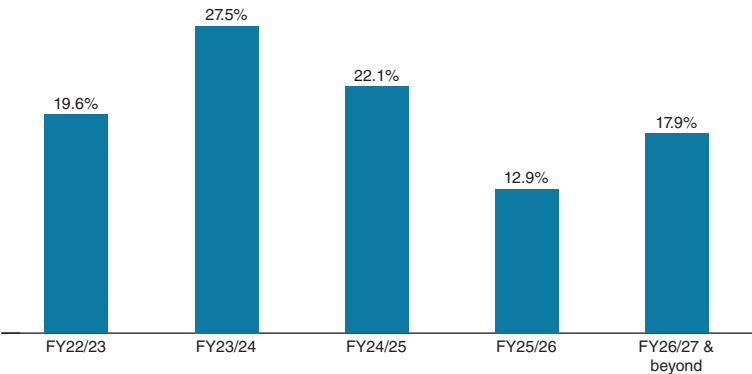
<sup>2</sup> Includes 50.0% share of NPI from TPG and assuming full year contribution from HPB, which is based on unaudited financial information for the period from 18 June 2021 (date of acquisition) to 31 March 2022, pro-rated as if the acquisition was completed on 1 April 2021.

<sup>3</sup> Based on committed leases (leases which have been renewed or re-let as at 31 March 2022).

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 determined according to prevailing market rent. Approximately 19.6% of leases (by GRI) is expected to expire in FY22/23. The graph below illustrates the lease expiry profile of the Properties by GRI for the month of March 2022.

**Percentage of Leases Expiring**

The chart below sets out the WALE by GRI for FY22/23, FY23/24, FY24/25, FY25/26 and FY26/27 and beyond (based on committed lease expiry dates of leases which have been renewed or re-let as at 31 March 2022).



**Marketing and Leasing Activities**

The Properties will be actively marketed by the MPACT Property Managers to prospective tenants in desired target groups through direct calls and liaising with property consultants. Prospective tenants and their consultants are also regularly updated with information on the available units for rental at each of the Properties. Viewings of the premises will be conducted regularly by the MPACT Property Managers with prospective tenants to market vacant units. The MPACT Property Managers will also explore opportunities for joint marketing efforts and other mutually beneficial opportunities with the Sponsor. It is the intention of the MPACT Property Managers that such a proactive leasing approach and strategy will assist MPACT to attract high quality tenants to the Properties.

**Lease Agreements and Lease Management**

The lease agreements entered into for the Properties contain terms and conditions, including those relating to the 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 the markets MPACT operates in. Rental rates under the retail leases generally increase at a fixed, pre-agreed amount each year. In addition, some of the leases with terms of more than three years will generally provide that the rents payable are reviewed and adjusted every three years or at other intervals in accordance with prevailing market levels. In certain instances, these terms have been varied to accommodate the specific needs of major tenants such as the provision of a rent-free fitting out period.

When a prospective tenant has committed to a lease, a security deposit in the form of cash or banker’s guarantee is typically payable. The quantum of the security deposit may range from three to fourteen months of gross rent and property management fee, depending on the market that the tenant is located in. The tenant will take possession of the premises after it has made the requisite payments and has formally executed the lease agreement. Rent and service charges are typically payable in advance on a monthly basis.

Arrears management procedures will also be enforced to ensure timely payment of rent. The MPACT Manager believes that these proactive steps to retain tenants and reduce rental in arrears will help maintain a stable income stream for MPACT.

## **INSURANCE**

MPACT has insurance for the Properties that the MPACT Manager believes are consistent with industry practice in Singapore, Hong Kong, South Korea, Japan and the PRC. The insurance coverage includes fire accident, property damage, terrorism, business interruption and public liability (including personal injury). There are no significant or unusual excess or deductible payments required under such policies. All insurance contracts undergo a competitive bid process and insurance brokers are retained to identify requirements, create specifications and evaluate bids with a view to determining the most appropriate coverage and pricing.

*There are, however, certain types of risks that are not covered by such insurance policies, including acts of war. (See “Risk Factors – Risks Relating to the Properties – MPACT may suffer material losses in excess of insurance proceeds or MPACT may not put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties” for further details.)*

## **LEGAL PROCEEDINGS**

As at the date of this Offering Circular, none of MPACT and the MPACT Manager is currently involved in any material litigation nor, to the best of the MPACT Manager’s knowledge, is in any material litigation currently contemplated or threatened against MPACT or the MPACT Manager.

## THE SPONSOR, THE MPACT TRUSTEE, THE MPACT MANAGER AND THE MPACT PROPERTY MANAGERS<sup>1</sup>

### THE SPONSOR

The Sponsor of MPACT is MIPL. Headquartered in Singapore, MIPL is a global real estate development, investment, capital and property management company committed to sustainability. MIPL focuses on delivering value to its stakeholders through its business model that maximises capital efficiency. In executing a business strategy that combines the roles of real estate development, investment, capital and property management, MIPL has generated consistently good returns to its stakeholders, and established a track record for building award-winning development projects across various real estate classes.

MIPL manages three Singapore-listed REITs and seven private equity real estate funds, which hold a diverse portfolio of assets in Asia-Pacific, Europe, the United Kingdom (UK) and the United States (US).

As at 31 March 2022, the Sponsor and its subsidiaries (the **Mapletree Group**) own and manage S\$78.7 billion of office, retail, logistics, industrial, data centre, residential and lodging properties.

As at 26 August 2022, MIPL holds indirectly approximately 55.56% of the Units through Kent Assets Pte. Ltd. (which directly holds approximately 8.88% of the Units), Suffolk Assets Pte. Ltd. (which directly holds approximately 3.14% of the Units), Mapletree North Asia Commercial Trust Management Ltd. (which directly holds approximately 2.31% of the Units), Mapletree North Asia Property Management Limited (which directly holds approximately 1.14% of the Units), The HarbourFront Pte Ltd (**HFPL**, which directly holds approximately 2.63% of the Units), HarbourFront Eight Pte Ltd (**HF8**, which holds approximately 6.73% of the Units), HarbourFront Place Pte. Ltd. (**HPPL**, which holds approximately 8.46% of the Units), Sienna Pte. Ltd. (**SPL**, which holds approximately 20.17% of the Units), and the MPACT Manager (which holds approximately 2.10% of the Units). MIPL is the holding company of HFPL, SPL and the MPACT 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.

<sup>1</sup> Unless otherwise stated, any information on financials or description of properties as at 31 March 2022 in this section "The Sponsor, The MPACT Trustee, The MPACT Manager and the MPACT Property Managers" is provided on a historical pro forma basis based on the respective consolidated financial statements for the MCT Group and the MNACT Group for the financial year ended 31 March 2022 and (in the case of the financials) the assumptions set out in the section entitled "Unaudited Pro Forma Consolidated Financial Information of the MPACT Group".

### ***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, India, Japan, Malaysia, South Korea, the United Kingdom, the United States 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.

### **THE MPACT TRUSTEE – DBS TRUSTEE LIMITED**

The trustee of MPACT is DBS Trustee Limited. The MPACT Trustee is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act 2005 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under the SFA. As at the date of this Offering Circular, the MPACT Trustee has a paid-up capital of S\$2.5 million. The MPACT Trustee's registered office is located at 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982.

The MPACT Trustee is independent of the MPACT Manager.

### **Powers, Duties and Obligations of the MPACT Trustee**

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

- acting as trustee of MPACT 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 MPACT with a related party of the MPACT Manager or MPACT are conducted on normal commercial terms, are not prejudicial to the interests of MPACT 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 MPACT on trust for the benefit of the Unitholders in accordance with the MPACT Trust Deed; and
- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of MPACT;

The MPACT Trustee has covenanted in the MPACT 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 MPACT Trustee may (on the recommendation of the MPACT Manager) and subject to the provisions of the MPACT Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

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

The MPACT Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the MPACT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Singapore Code on Take-overs and Mergers, any tax ruling and all other relevant laws. It must retain MPACT's assets, or cause MPACT's assets to be retained, in safe custody and cause MPACT's accounts to be audited. Pursuant to the MPACT Trust Deed, it can appoint any custodian, joint-custodian or sub-custodian (including, without limitation, any Related Party (as defined in the MPACT Trust Deed) of the MPACT Trustee) in relation to the whole or any part of MPACT's assets. It can appoint valuers to value the real estate assets and real estate-related assets of MPACT.

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

### **Retirement and Replacement of the MPACT Trustee**

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

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

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

## **THE MPACT MANAGER – MPACT MANAGEMENT LTD.**

The MPACT Manager, MPACT 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 MPACT 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 MPACT Manager**

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

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

The MPACT Manager has covenanted in the MPACT Trust Deed that it:

- will use its best endeavours to carry on and conduct its business in a proper and efficient manner;
- will ensure that the unit trust scheme constituted by the MPACT Trust Deed is carried on and conducted in a proper and efficient manner; and
- will, and will use its best endeavours to ensure that its related parties (who are "interested persons" as defined in the Listing Manual and/or (as the case may be) "interested parties" as defined in the Property Funds Appendix) will, conduct all transactions with or for MPACT on an arm's length basis and on normal commercial terms.

Furthermore, the MPACT 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 MPACT's properties.

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

The MPACT Manager may require the MPACT Trustee to borrow on behalf of MPACT (upon such terms and conditions as the MPACT Manager deems fit, including the charging or mortgaging of all or any part of the MPACT Deposited Property) whenever the MPACT Manager considers, among others, that such borrowings are necessary or desirable in order to enable MPACT to meet any liabilities or to finance the acquisition of any property. However, the MPACT Manager must not

direct the MPACT Trustee to incur a borrowing if to do so would mean that MPACT total borrowings and deferred payments will exceed the limit stipulated by the MAS based on the value of MPACT'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 MPACT Trust Deed by the MPACT 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 MPACT Trust Deed. In addition, the MPACT 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 MPACT Manager, to have recourse to MPACT'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 MPACT Trust Deed by the MPACT Manager.

The MPACT Manager may, in managing MPACT and in carrying out and performing its duties and obligations under the MPACT Trust Deed, with the written consent of the MPACT 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 MPACT Trust Deed, provided always that the MPACT 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 MPACT Manager**

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

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

- the MPACT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the MPACT Trustee) or a receiver is appointed over its assets or if a judicial manager is appointed in respect of the MPACT Manager;
- the MPACT Manager ceases to carry on business;
- the MPACT Manager fails or neglects after reasonable notice from the MPACT Trustee to carry out or satisfy any material obligation imposed on the MPACT Manager by the MPACT Trust Deed;
- if the Unitholders by a MPACT Ordinary Resolution duly proposed and passed by Unitholders present and voting at a meeting of Unitholders convened in accordance with the MPACT Trust Deed, with no Unitholder (including the MPACT Manager and its Interested Parties) being disenfranchised, vote to remove the MPACT Manager;
- for good and sufficient reason, the MPACT Trustee is of the opinion, and so states in writing, that a change of the MPACT Manager is desirable in the interests of the Unitholders;
- or the MAS directs the MPACT Trustee to remove the MPACT Manager.

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

## Manager's Management Fees

The management fees payable to the MPACT Manager have a performance-based element which is designed to align the interest of the MPACT Manager with those of the Unitholders, through incentivising the MPACT Manager to grow revenues and minimise operating costs. Under the MPACT Trust Deed, the MPACT Manager is entitled to receive a base fee (the **Base Fee**) of 10.0% per annum of the Distribution Amount (as defined in the MPACT Trust Deed) (calculated before accounting for the Base Fee and the Performance Fee (defined below)), as well as a performance fee (the **Performance Fee**) of 25.0% of the difference in DPU in a financial year with the DPU in the preceding financial year (calculated before accounting for the Performance Fee but after accounting for the Base Fee in that financial year), multiplied by the weighted average number of MPACT's units in issue for each financial year. The MPACT Trust Deed allows the Base Fee and the Performance Fee to be paid in cash and/or Units.

The acquisition fee payable to the MPACT Manager is not more than 1.0% of each of the following as is applicable (subject to there being no double-counting):

- (a) the acquisition price of any real estate purchased, whether directly or indirectly through one or more special purpose vehicles, by the MPACT Trustee on behalf of MPACT (plus any other payments in addition to the acquisition price made by the MPACT Trustee on behalf of MPACT or its special purpose vehicles to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of MPACT's interest);
- (b) the underlying value of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate, purchased, whether directly or indirectly through one or more special purpose vehicles, by the MPACT Trustee on behalf of MPACT (plus any additional payments made by the trustee of the MPACT Trustee on behalf of MPACT or its special purpose vehicles to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of MPACT's interest); or
- (c) the acquisition price of any investment purchased by the MPACT Trustee on behalf of MPACT, whether directly or indirectly through one or more special purpose vehicles, in any debt securities of any property corporation or other special purpose vehicle owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

The divestment fee payable to the MPACT Manager is not more than 0.5% of the following as is applicable (subject to there being no double-counting):

- (a) the sale price of real estate sold or divested, whether directly or indirectly through one or more special purpose vehicles, by the MPACT Trustee acting on behalf of MPACT (plus any other payments in addition to the sale price received by the MPACT Trustee on behalf of the MPACT or its special purpose vehicles from the purchaser in connection with the sale or divestment of the property) (pro-rated, if applicable, to the proportion of MPACT's interest);
- (b) the underlying value of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested, whether directly or indirectly through one or more special purpose vehicles, by the MPACT Trustee on behalf of MPACT (plus any additional payments received by the MPACT Trustee on behalf of MPACT or its special purpose vehicles from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of MPACT's interest); or

- (c) the sale price of any investment sold or divested by the MPACT Trustee acting on behalf of MPACT, whether directly or indirectly through one or more special purpose vehicles, in any debt securities of any property corporation or other special purpose vehicle owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

#### **THE MPACT PROPERTY MANAGERS – MPACT PROPERTY MANAGEMENT PTE. LTD.**

MPMPL has been appointed as property manager of the Singapore Properties. MPMPL is an indirect 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.

#### **MPMPL's Services**

The services provided by MPMPL 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.

#### **MPMPL's Management Fees**

MPMPL is entitled to a property management fee for each of MPACT's properties located in Singapore under its management which comprises the following:

- 2.0% per annum of MPACT's Gross Revenue<sup>1</sup> for the relevant property;
- 2.0% per annum of MPACT's NPI<sup>2</sup> for the relevant property (calculated before accounting for the property management fee in that financial period); and
- 0.5% per annum of MPACT's NPI for the relevant property (calculated before accounting for the property management fee in that financial period for the relevant property) in lieu of leasing commissions otherwise payable to MPMPL and/or third party agents;

<sup>1</sup> MPACT's Gross Revenue consists of: MPACT's GRI and other income earned from the relevant property, including car park revenue, advertising and other income attributable to the operation of the Singapore Properties. MPACT's GRI consists of: (i) a fixed rent component which includes base rent (after rent rebates, refunds, credits or discounts and rebates for rent free periods, where applicable, but excluding Turnover Rent), service charges and advertisement and promotion fund contribution payable by tenants; and (ii) a Turnover Rent component which is generally calculated as a percentage of the tenant's gross turnover.

<sup>2</sup> Refers to MPACT's Gross Revenue less property operating expenses.

In relation to the development and redevelopment of each of MPACT's properties located in Singapore (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on such a property, MPMPL is entitled to a project management fee to be mutually agreed in writing between the MPACT Manager, the MPACT Trustee and MPMPL. Such project management fee shall be 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 MPACT Trustee upon recommendation by the MPACT Manager, that the project management fee is within market norms and reasonable range.

### **Termination**

The MPACT Trustee or the MPACT Manager may terminate the appointment of MPMPL in relation to all the properties of MPACT under the management of MPMPL on the occurrence of certain specified events, which include (i) the liquidation or cessation of business of MPMPL, (ii) the failure of MPMPL to act in the best interests of MPACT and (iii) in relation to a property of MPACT, the failure of MPMPL 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 MPMPL 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 MPACT Trustee or the MPACT Manager may also terminate the appointment of MPMPL specifically in relation to a property under its management in the event of the sale of such property, but the MPMPL Property Management Agreement (as defined below) will continue to apply with respect to the remaining properties managed by MPMPL under the terms of the property management agreement dated 4 April 2011 entered into between the MPACT Manager, the MPACT Trustee and MPMPL, as extended by a side letter dated 24 March 2016 (the **MPMPL Property Management Agreement**).

In addition, if MPMPL, the MPACT Trustee or the MPACT 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 MPMPL 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 MPMPL, the MPACT Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the affected property.

### **THE MPACT PROPERTY MANAGERS – MAPLETREE NORTH ASIA PROPERTY MANAGEMENT LIMITED**

MNAPML has been appointed as property manager of the China and Hong Kong Properties. MNAPML is an indirect wholly-owned subsidiary of the Sponsor, and was incorporated in Hong Kong on 13 December 2012. Its registered office is located at Suites 2001-2, 20/F Great Eagle Centre 23 Harbour Road, Wanchai, Hong Kong.

MNAPML will work with the MPACT Manager to formulate strategic plans for MPACT in accordance with the MPACT Manager's stated investment strategy. MNAPML will be responsible for implementing best practices in the portfolio management aspects across the properties in China and Hong Kong.

## **MNAPML's Services**

The services provided by MNAPML 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, ensuring compliance with building and safety regulations, coordinating tenants' fitting-out requirements, administration of rental collection, management of rental arrears, and administration of all property tax matters, arranging for adequate insurance;
- marketing services, including managing public relations, initiating lease renewals and negotiation of terms; 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.

## **MNAPML's Management Fees**

The fees payable to MNAPML are generally as follows:

### ***Property Management Services***

- 2.0% per annum of the gross revenue for the property or properties managed by MNAPML;
- 2.0% per annum of the NPI<sup>1</sup> for the property or properties managed by MNAPML; and
- 20.0% of all fees paid to third party service providers (for supervising and overseeing of the services rendered by the third party service providers where any services are provided by the third party service providers).

### ***Marketing Services***

- up to one month's gross rent inclusive of service charge, for securing a tenancy of three years or less;
- up to two months' gross rent inclusive of service charge, for securing a tenancy of more than three years;
- up to 0.5 month's gross rent inclusive of service charge, for securing a renewal of tenancy of three years or less; and
- up to one month's gross rent inclusive of service charge, for securing a renewal of tenancy of more than three years.

MNAPML is not entitled to any marketing service commissions if such service is (1) performed by staff of the MPACT Manager or MPACT's subsidiaries or (2) performed by third party service providers.

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<sup>1</sup> Refers to gross revenue less property expenses.

### ***Project Management Services***

In relation to the development and redevelopment of property managed by MNAPML (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on such a property, MNAPML is entitled to a project management fee to be agreed in writing. Such project management fee shall be subject to (i) a limit of up to 3.0% of the total construction costs, and (ii) (in the event that the project management fee is more than S\$100,000) an opinion issued by an independent quantity surveyor, to be appointed for or on behalf of MPACT (or for the benefit of its interests in the Japanese properties), that the project management fee is within market norms and reasonable range.

### ***Festival Walk staff costs reimbursement***

MNAPML employs the centre management team of Festival Walk in Hong Kong, and also employs the persons to run The Glacier. MNAPML is entitled (i) to be reimbursed for the cost of employing the centre management team of Festival Walk and the persons to run The Glacier and (ii) to receive an administrative cost based on a margin of 3.0% of such employment cost.

### **Termination**

The MPACT Trustee or the MPACT Manager may terminate the appointment of MNAPML in relation to all the properties of MPACT under the management of MNAPML on the occurrence of certain specified events, which include the liquidation or cessation of business of MNAPML.

The MPACT Trustee or the MPACT Manager may also terminate the appointment of MNAPML specifically in relation to a property under its management in the event of the sale of such property, but the MNAPML Property Management Agreement (as defined below) will continue to apply with respect to the remaining properties managed by MNAPML under the terms of the master property management agreement dated 14 February 2013 entered into between the MPACT Manager, the MPACT Trustee and MNAPML (the **MNAPML Property Management Agreement**).

In addition, if MNAPML, the MPACT Trustee or the MPACT 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 MNAPML in relation only to the 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 MNAPML, the MPACT Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the affected property.

### **THE MPACT PROPERTY MANAGERS – MAPLETREE KOREA MANAGEMENT CO., LTD.**

MKM has been appointed as property manager of the Korea Property. MKM is an indirect wholly-owned subsidiary of the Sponsor, and was incorporated in South Korea on 15 February 2012. Its registered office is located at 15F Seoul Finance Centre, 136 Sejong-daero, Jung-gu, Seoul, South Korea (Postal code 04520).

## **MKM's Services**

The services provided by MKM for the 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, ensuring compliance with building and safety regulations, coordinating tenants' fitting-out requirements, administration of rental collection, management of rental arrears, and administration of all property tax matters, arranging for adequate insurance;
- marketing services, including managing public relations, initiating lease renewals and negotiation of terms;
- 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; and
- lease management services, which include reporting the trend of the local and major leasing markets, fundamental investigation of leasing standards and calculation of appropriate lease price, establishment of lease guidelines based on calculation of appropriate lease price, proposing lease marketing strategies, proposing target occupancy rate and action plans, discovering new tenants and proceeding with lease agreements, proposing to execute new lease agreements and renew or amend lease agreements, background checks on tenants prior to acceptance of tenant, tenant management, monthly reporting of rent rolls, floor plans and stacking plans, and assisting in monitoring the billing and debt management.

## **MKM's Management Fees**

Under the terms of the property management agreement dated 31 March 2022 entered into between Kookmin Bank, as trustee of IGIS Professional Investment Private Real Estate Investment Trust No. 6 (the **Investment Trust**), IGIS Asset Management Ltd., as asset manager of the Investment Trust, and MKM, as supplier (the **MKM Property Management Agreement**), the fees payable to MKM are generally as follows:

### ***Property Management Services***

- in respect of property management services, 2.0% per annum of the Gross Revenue for the property managed by MKM for the relevant financial year minus any property management fees payable to a third-party service provider; and
- in respect of lease management services, 2.0% per annum of the net property income<sup>1</sup> for the property managed by MKM for the relevant financial year.

## **Termination**

The MKM Property Management Agreement may be terminated upon the mutual consent of the parties to the MKM Property Management Agreement in writing at any time.

Kookmin Bank or IGIS Asset Management Ltd. may terminate the MKM Property Management Agreement immediately if MKM has a judicial manager, receiver, manager or receiver and manager appointed for the whole or any part of its assets or has a resolution passed or order made for winding up or liquidation except for the purpose of amalgamation or reconstruction.

<sup>1</sup> Refers to gross revenue less property expenses incurred in relation to any financial year or part thereof.

MKM may terminate the MKM Property Management Agreement immediately if the Investment Trust has a judicial manager, receiver, manager or receiver and manager appointed for the whole or any part of its assets or has a resolution passed or order made for winding up or liquidation except for the purpose of amalgamation or reconstruction.

#### **THE MPACT PROPERTY MANAGERS – MAPLETREE MANAGEMENT SERVICES JAPAN KABUSHIKI KAISHA**

MMSJ has been appointed as property manager of the Japan Properties. MMSJ is an indirect wholly-owned subsidiary of the Sponsor, and was incorporated in Japan on 19 September 2012. Its registered office is located at Level 10, Omori Prime Building, 6-21-12 Minamioi, Shinagawa-ku, Tokyo.

#### **MMSJ's Services**

The services provided by MMSJ for the properties under its management include the following:

- property management including leasing management, tenant relation (rental management), supervising the maintenance and management, receipts and disbursements and reporting; and
- building management including total building management, facility staff management service, periodical inspect measurement and maintenance of equipment, cleaning, greenery management services and management of maintenance and repairs.

#### **MMSJ's Management Fees**

The fees payable to MMSJ are generally as follows:

##### ***Property Management Services***

- 2.0% per annum of the gross revenue for each of the properties managed by MMSJ;
- 2.0% per annum of the NPI for each of the properties managed by MMSJ; and
- 20.0% of all fees paid to third party service providers (for supervising and overseeing of the services rendered by the third party service providers where any services are provided by the third party service providers).

##### ***Project Management Services***

In relation to the development and redevelopment of a property managed by MMSJ (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on such a property, MMSJ is entitled to a project management fee to be agreed in writing. Such project management fee shall be subject to (i) a limit of up to 3.0% of the total construction costs, and (ii) (in the event that the project management fee is more than S\$100,000 (or its equivalent in Japanese yen)) an opinion issued by an independent quantity surveyor, to be appointed for or on behalf of MPACT (or for the benefit of its interests in the Japanese properties), that the project management fee is within market norms and reasonable range.

##### ***Asset Management Fees (payable to Mapletree Investment Japan Kabushiki Kaisha)***

Pursuant to asset management agreements entered into with Mapletree Investments Japan Kabushiki Kaisha (MIJ), MIJ has been appointed as the asset manager of MPACT's Japan

Properties. The asset management fees payable to MIJ under the relevant asset management agreements will be a fee payable on a quarterly basis in arrears, on or before the last day of each quarter (save that the first payment shall be paid on a pro-rated basis if applicable), amounting to 10.0% per annum of GK Makuhari Blue's or Tsubaki Tokutei Mokuteki Kaisha's distributable income as the case may be.

In view of the fees payable to MIJ, the MPACT Manager has elected to waive the base fee which it is otherwise entitled to under the MPACT Trust Deed in respect of the Japan properties for so long as the MPACT Manager and MIJ are wholly-owned by MIPL and MIJ continues to receive asset management fees in respect of the Japan properties. In the event that the waiver ceases to apply, the MPACT Manager will make the necessary announcement on SGXNET and give prior notification to the SGX-ST.

## **Termination**

The MPACT Trustee or the MPACT Manager may terminate the appointment of MMSJ in relation to all the properties of MPACT under the management of MMSJ on the occurrence of certain specified events, which include the liquidation or cessation of business of MMSJ.

The MPACT Trustee or the MPACT Manager may also terminate the appointment of MMSJ specifically in relation to a property under its management in the event of the sale of such property, but the Property Management Agreements (as defined below) will continue to apply with respect to the remaining properties managed by MMSJ under the terms of the various property management agreements entered into between MMSJ and the trust banks of the Japan Properties (the **MMSJ Property Management Agreements**).

In addition, if MMSJ, the MPACT Trustee or the MPACT Manager, within 30 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 MMSJ in relation only to the property in respect of which the breach relates.

During the term of the MMSJ Property Management Agreements, either party may terminate the agreement with one month's prior notice to the counterparty. In addition, the Trust Banks may terminate the Japan Property Management Agreements with prior notice of less than one month if the Trust Banks pay MMSJ an amount equivalent to the management fees payable to MMSJ for the period of such shortfall equal to one month notice period.

Either party to the MMSJ Property Management Agreements may terminate the agreement on the occurrence of certain specified events, which include material breaches by the parties, force majeure and the filing of a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings or corporate reorganisation proceedings against the other party.

On the termination of the appointment of MMSJ, the MPACT Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the affected property.

## MANAGEMENT OF THE MPACT MANAGER

### Board of Directors of the MPACT Manager

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

Name	Position
Mr Samuel N. Tsien	Non-Executive Chairman and Director
Ms Tan Su Shan	Lead Independent Non-Executive Director, Chairperson of the Nominating and Remuneration Committee
Mr Premod P. Thomas	Independent Non-Executive Director, Chairman of the Audit and Risk Committee
Ms Chiang Sui Fook Lilian	Independent Non-Executive Director, Member of the Nominating and Remuneration Committee
Mr Chua Kim Chiu	Independent Non-Executive Director, Member of the Audit and Risk Committee
Mr Kan Shik Lum	Independent Non-Executive Director, Member of the Nominating and Remuneration Committee
Mr Pascal Jean-Louis Lambert	Independent Non-Executive Director
Mr Mak Keat Meng	Independent Non-Executive Director
Mr Alvin Tay Tuan Hearn	Independent Non-Executive Director
Mr Lawrence Wong Liang Ying	Independent Non-Executive Director, Member of the Audit and Risk Committee
Mr Wu Long Peng	Independent Non-Executive Director, Member of the Audit and Risk Committee
Mr Chua Tiow Chye	Non-Executive Director, Member of the Nominating and Remuneration Committee
Ms Wendy Koh Mui Ai	Non-Executive Director
Ms Lim Hwee Li Sharon	Executive Director and Chief Executive Officer

**Mr Samuel N. Tsien** is the Non-Executive Chairman and a Director of the MPACT Manager.

Mr Tsien is a member of the Sponsor's Board and its Investment Committee. Mr Tsien is also a Non-Executive Independent Director and Audit Committee Member of Jardine Cycle & Carriage Limited and Non-Executive Non-Independent Director and Risk Management Committee member of Singapore Exchange Limited.

Mr Tsien was the Group Chief Executive Officer and Executive Director of Oversea-Chinese Banking Corporation (**OCBC**) for 9 years (15 April 2012 to 14 April 2021). Upon his retirement, he was appointed Adviser to the Board of OCBC until April 2022. He is a member of the Board of Directors of OCBC Wing Hang Bank Limited in Hong Kong SAR. Prior to these appointments, he served as the Senior Executive Vice President and Global Head, Global Corporate Bank of OCBC when he joined OCBC in July 2007.

Before joining OCBC, Mr Tsien was President and Chief Executive Officer of Bank of America (Asia) from 1995 to 2006, and President and Chief Executive Officer of China Construction Bank (Asia) Corporation Ltd in 2007. He had concurrently served as Executive Vice President and Asia Commercial and Consumer Banking Group Executive of Bank of America Corporation during 1996 to 2006.

Mr Tsien had held other senior management positions in corporate banking, retail banking and risk management at Bank of America in Hong Kong SAR and San Francisco, the United States.

Past directorships in listed entities over the last three years:

- Great Eastern Holdings Ltd
- Oversea-Chinese Banking Corporation Limited
- PT Bank OCBC NISP Tbk

**Ms Tan Su Shan** is the Lead Independent Non-Executive Director and Chairperson of the Nominating and Remuneration Committee of the MPACT Manager.

Ms Tan is currently the Group Head of Institutional Banking of DBS Bank Ltd. (**DBS**). In addition, she is currently also a Board Member of Central Provident Fund Board and Chairman of its Audit Committee.

Prior to joining DBS in June 2010, Ms. Tan was Morgan Stanley's Head of Private Wealth Management for Southeast Asia. Before re-joining Morgan Stanley in May 2008, she was a Region Head for Singapore, Malaysia and Brunei for Citi Private Bank. She was also the Singapore Investment Centre Head.

Ms Tan was the founder and past president of the Financial Women's Association in Singapore. She sits on the investment committee of MOH Holdings Pte Ltd and was a Nominated Member of Parliament from 2012 to 2014.

Ms Tan graduated with a Master of Arts from Oxford University in the United Kingdom, where she studied Politics, Philosophy and Economics. In May 2012, she was awarded the Distinguished Financial Industry Competent Professional title, which is the highest certification mark for a financial practitioner in Singapore, by the Institute of Banking and Finance.

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

**Mr Premod P. Thomas** is the Chairman of the Audit and Risk Committee and an Independent Non-Executive Director of the MPACT Manager.

He is concurrently the Chief Executive Officer and Executive Director of Bayfront Infrastructure Management Pte. Ltd. (**Bayfront**), a Singapore-based specialist infrastructure debt securitisation company, and an Executive Director of BIM Asset Management Pte. Ltd., Bayfront Infrastructure Capital II Pte. Ltd. and Bayfront Infrastructure Capital III Pte. Ltd., all subsidiaries of Bayfront. 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. Before 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 also an Independent Director of Gemstone Asset Holdings Pte. Ltd. and the 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 United States of America and United Kingdom.

Mr Thomas holds a Master's in Business Administration degree from the Indian Institute of Management, Ahmedabad and a Bachelor of Commerce degree from Loyola College, Chennai.

Past directorships in listed entities over the last three years:

Nil

**Ms Chiang Sui Fook Lilian** is an Independent Non-Executive Director and a Member of the Nominating and Remuneration Committee of the MPACT Manager.

Ms Chiang is the Senior Partner of Deacons and the Head of its Property Department. Ms Chiang has extensive experience in all types of real estate related transactions.

Ms Chiang is also the Chairperson of the Property Committee of The Law Society of Hong Kong as well as the Deputy Chairperson of the Council of the City University of Hong Kong and a member of the Nomination Committee of the City University of Hong Kong. She is also a member of (i) the Land Titles Ordinance Steering Committee of the Land Registry, Hong Kong Special Administration Region (**HKSAR**), (ii) Title Registration Education Committee of the Land Registry, HKSAR, and (iii) the Committee on Real Estate Investments Trusts at the Securities and Future Commission, HKSAR.

Ms Chiang holds both a Bachelor of Laws and Postgraduate Certificate in Laws from the University of Hong Kong. She is also a China-Appointed Attesting Officer, a Notary Public as well as a Solicitor of Hong Kong (practising) and a Solicitor of Singapore, New South Wales and Victoria, Australia, England and Wales (non-practising).

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

**Mr Chua Kim Chiu** is an Independent Non-Executive Director and a Member of the Audit and Risk Committee of the MPACT Manager.

Mr Chua Kim Chiu is a Professor (Practice) in Accounting of National University of Singapore (**NUS**) Business School. He is a Chartered Accountant who had a long and distinguished career in PricewaterhouseCoopers (**PwC**) Singapore where he was a partner from 1990, headed the banking and capital markets group as well as the China desk. He was a member of the firm's leadership team from 2005 until his retirement in June 2012, but was retained as senior advisor at PwC Hong Kong until June 2016. He took up his current appointment as a university professor from July 2016.

Mr Chua is also an Independent Non-Executive Director of Oversea-Chinese Banking Corporation Limited where he is the Chairman of its Audit Committee and a Member of its Risk Management Committee.

Mr Chua holds a Bachelor of Commerce in Accountancy and a Bachelor of Commerce and Administration with Honours in Accountancy from Nanyang Technological University and Victoria University of Wellington respectively. He is a Fellow Chartered Accountant, Singapore, Australia and New Zealand as well as a Fellow of the Association of Chartered Certified Accountants, United Kingdom.

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

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

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 augment the DBS Bank's capital markets franchise in Singapore and Hong Kong.

Mr Kan is currently an Independent Director of Astrea IV Pte. Ltd., Astrea V Pte. Ltd. and Astrea 7 Pte. Ltd., all of which are involved in the investment into non-commercial real estate private equity funds.

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

Past directorships in listed entities over the last three years:

Nil

**Mr Pascal Jean-Louis Lambert** is an Independent Non-Executive Director of the MPACT Manager.

Mr Lambert was Group Country Head Singapore, and Head of South East Asia and India for Societe Generale since 2012 until he left in September 2021. He had joined Societe Generale in 2009 in Hong Kong where he acted as Chief Operating Officer for Asia from January 2010.

Before a short period with JP Morgan, Mr Lambert was a Senior Managing Director at Bear Stearns where he worked for 15 years, in Hong Kong, Dublin and London. Mr Lambert started his career at Banque Indosuez, and was posted in Djibouti, Mumbai and Tokyo. Mr Lambert was the President of the French Chamber of Commerce in Singapore from 2017 to 2021.

Mr Lambert holds a Bachelor of Business Administration from Ecole Superieure des Sciences Economiques et Commerciales (**ESSEC**).

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

**Mr Mak Keat Meng** is an Independent Non-Executive Director of the MPACT Manager.

Mr Mak worked with Ernst & Young LLP (**E&Y**) for over 37 years before he retired in 2019. He was an Audit Partner and Head of Audit where he oversaw the audit practice in Singapore and ASEAN. He was also a permanent member of E&Y's Audit Review Committee which holds regular meetings to deliberate on technical and accounting/auditing issues.

Mr Mak is the Non-Executive Director and the Chairman of the Audit Committee and a member of the Risk Management Committee of NTUC Income, an insurance group. He is also the Non-Executive Director of Paloe Private Limited, a company providing accounting and IT-related advisory services.

Mr Mak holds a Master of Business Administration degree from the International Management Centre (UK) and a Bachelor of Commerce (Accounting) from the University of Auckland, New Zealand. He is also a Fellow Member of Chartered Accountants, Australia and New Zealand, Fellow Member of the Association of Chartered Certified Accountants and a Member of the Institute of Singapore Chartered Accountants.

Past directorships in listed entities over the last three years:

Nil

**Mr Alvin Tay Tuan Hearn** is an Independent Non-Executive Director of the MPACT Manager.

Mr Tay was previously the Managing Editor, English/Malay/Tamil Media Group at Singapore Press Holdings Limited before his retirement in February 2018. Prior to that, he was the Editor of The Business Times, a newspaper publication of Singapore Press Holdings Limited from 2002 to 2016.

Mr Tay is also a Non-Executive Director of The RICE Company Limited, a not-for-profit organisation involved in the promotion of arts and cultural activities in Singapore.

Mr Tay holds a Bachelor of Social Science (Honours) from the University of Singapore.

Past directorships in listed entities over the last three years:

Nil

**Mr Lawrence Wong Liang Ying** is an Independent Non-Executive Director and a Member of the Audit and Risk Committee of the MPACT Manager.

Mr Wong is currently a Non-Executive Independent Director, and a Member of the Audit, Nominating and Remuneration Committees of Hotel Properties Limited. Previously, Mr Wong was with the Singapore Exchange Limited (**SGX**) first as Head of Listings and then Head of China until his retirement in March 2018. In his role with SGX, Mr Wong was also a member of various collaboration councils set up by Singapore with various provinces in China to promote economic trade and investment activities.

Prior to joining SGX in April 2006, Mr Wong was part of the senior management team at OCBC Bank. Before OCBC Bank, Mr Wong held several senior positions in the Schrodgers Group (**Schrodgers**), including Head of Corporate Finance for South East Asia and Head of Financial Institutions Group, Asia Pacific. His assignments also included an overseas posting to Shanghai, as General Manager of Schrodgers' joint venture and Head of Corporate Finance for Greater China.

Mr Wong holds a Bachelor's degree in Business Administration from the University of Singapore.

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

**Mr Wu Long Peng** is an Independent Non-Executive Director and a Member of the Audit and Risk Committee of the MPACT Manager.

Mr Wu was previously the Executive Director of Kuok (Singapore) Limited until 2017 and has more than 30 years of experience in finance and corporate affairs over various industries.

Mr Wu is a Fellow Member of the Association of Chartered Certified Accountants, United Kingdom, and a Member of the Institute of Singapore Chartered Accountants.

Past directorships in listed entities over the last three years:

- Malaysian Bulk Carriers Berhad (listed in Malaysia)
- PACC Offshore Services Holdings Ltd. (delisted in 2020)
- Gamma Communications PLC (listed in the United Kingdom)

**Mr Chua Tiow Chye** is a Non-Executive Director and a Member of the Nominating and Remuneration Committee of the MPACT Manager.

Mr Chua is the Deputy Group Chief Executive Officer of the Sponsor. He focuses on driving the Sponsor's strategic initiatives including expanding and directing the Sponsors international real estate investments and developments. He also directly oversees the Sponsors Global Lodging sector. Previously, Mr Chua was the Group Chief Investment Officer and Regional Chief Executive Officer of North Asia & New Markets of the Sponsor.

Mr Chua concurrently serves as Non-Executive Director of Mapletree Industrial Trust Management Ltd. (the Manager of Mapletree Industrial Trust) and Mr Chua remain as a Director of Mapletree North Asia Commercial Trust Management Ltd. after the delisting of Mapletree North Asia Commercial Trust. He was also previously the Chief Executive Officer of Mapletree Logistics Trust Management Ltd.. Prior to joining the Sponsor in 2002, Mr Chua held senior positions with various companies including Vision Century Corporation Ltd, Ascendas Pte Ltd, Singapore Food Industries Pte Ltd and United Overseas Bank Ltd..

Mr Chua holds a Master of Business Administration from the University of Strathclyde and graduated with a Bachelor of Regional and Town Planning (1st Class Honours) from the University of Queensland in 1982.

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)
- Mapletree Logistics Trust Management Ltd. (as Manager of Mapletree Logistics Trust)

**Ms Wendy Koh Mui Ai** is a Non-Executive Director of the MPACT Manager.

Ms Koh is concurrently the Group Chief Financial Officer of the Sponsor. She oversees the Finance, Tax, Treasury and Information Technology functions of the Sponsor. She holds various appointments within the Sponsor group including as the Non-Executive Director of Mapletree Logistic Trust Management Ltd., Mapletree Industrial Trust Management Ltd. and she remains as a Director of Mapletree North Asia Commercial Trust Management Ltd. after the delisting of Mapletree North Asia Commercial Trust.

Prior to her current role, she was the Regional Chief Executive Officer, South East Asia of the Sponsor from August 2014 to July 2019, heading the Sponsor's business in South East Asia and Head, Strategy and Research in 2014. She was also previously engaged by the Sponsor as an advisor to review the Sponsor's strategy implementation from FY09/10 to FY13/14, and was involved in the formulation of the Sponsor's second Five-Year Plan.

Before joining the Sponsor, Ms Koh was Co-head, Asia-Pacific Property Research at Citi Investment Research. With 20 years of experience as a real estate equities analyst, she was involved in many initial public offerings and capital raising deals including for Mapletree Logistics Trust, Mapletree Industrial Trust and Mapletree Commercial Trust.

Ms Koh holds a Bachelor of Business (Honours) degree specialising in Financial Analysis from the Nanyang Technological University of Singapore and the professional designation of Chartered Financial Analyst from the CFA Institute.

Past directorships in listed entities over the last three years:

- Mapletree North Asia Commercial Trust Management Ltd. (as Manager of Mapletree North Asia Commercial Trust) (delisted on 3 August 2022)

**Ms Lim Hwee Li Sharon** is the Executive Director and Chief Executive Officer of the MPACT Manager.

Ms Lim joined the MPACT Manager as the Chief Operating Officer in 2015. Prior to joining the 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.

Past directorships in listed entities over the last three years:

Nil

## **Management Team**

**Ms Lim Hwee Li Sharon** is both the Executive Director and Chief Executive Officer of the MPACT Manager.

Details of her working experience are set out in the section "The MPACT Manager – Mapletree Commercial Trust Management Ltd. – Board of Directors".

**Ms Janica Tan** is the Chief Financial Officer of the MPACT Manager.

Ms Janica Tan is responsible for the overall financial and capital management functions for MPACT.

Prior to joining the MPACT Manager in 2016, she was the Chief Financial Officer of OUE Commercial REIT Management Pte. Ltd., the manager of OUE Commercial REIT. Before that, she was the Senior Vice President of OUE Limited.

She holds an ACCA professional qualification. She is also a non practising member of the Institute of Singapore Chartered Accountants.

**Mr Chow Mun Leong** is the Co-Head of Investment & Asset Management of the MPACT Manager.

He joined Mapletree North Asia Commercial Trust Management Ltd. in December 2021 and moved to the MPACT Manager after the merger of MCT and MNACT.

Prior to joining Mapletree, Mr Chow was Director in Temasek International since 2013, covering real estate investment and rejuvenation projects in Real Estate Group and Enterprise Development Group respectively.

Mr Chow has over 18 years of real estate investment and asset management experience in major firms including Temasek International, CapitaMalls Asia and GIC Real Estate.

He holds a Bachelor in Accountancy from Nanyang Technological University, Singapore.

**Mr Koh Wee Leong** is the Co-Head of Investment & Asset Management of the MPACT Manager.

Prior to his current appointment, Mr Koh was Director, Investor Relations of the MPACT Manager.

Before joining the MPACT Manager, Mr Koh held various positions in the CapitaLand group from 2007 to 2011. 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 has a Master of Science degree from the Nanyang Technological University, Singapore, and a Bachelor of Engineering degree from the National University of Singapore.

**Mr Wan Kwong Weng** is the Joint Company Secretary of the MPACT Manager.

Mr Wan Kwong Weng is the Joint Company Secretary of the MPACT Manager as well as the other two Mapletree REIT Managers. He is concurrently the Group Chief Corporate Officer of the Sponsor, where he is responsible for all legal, compliance and corporate secretarial matters, human resource as well as corporate communications and administration matters across all business units and countries.

Prior to joining the Sponsor, Mr Wan was Group General Counsel – Asia at Infineon Technologies for seven years, where he was a key member of its Asia-Pacific management team. He started his career as a litigation lawyer with one of the oldest law firms in Singapore, Wee Swee Teow & Co., and was subsequently with the Corporate & Commercial/Private Equity practice group of Baker & McKenzie in Singapore and Sydney.

Mr Wan has an LL.B. (Honours) (Newcastle upon Tyne), where he was conferred the Wise Speke Prize, as well as an LL.M. (Merit) (London). He also attended London Business School Senior Executive Programme. He is called to the Singapore Bar, where he was awarded the Justice FA Chua Memorial Prize, and is also on the Rolls of Solicitors (England & Wales). Mr Wan was conferred the Public Service Medal (P.B.M.) in 2012 and Public Service Star (B.B.M.) in 2017.

Mr Wan is also appointed as a Member of the Valuation Review Board since 2019. In addition, he is a Member/Secretary of the SMU Advisory Board for the Real Estate Programme.

**Ms See Hui Hui** is the Joint Company Secretary of the MPACT Manager.

Ms See Hui Hui is the Joint Company Secretary of the MPACT Manager, as well as the Senior Vice President, Legal of the Sponsor.

Prior to joining the Sponsor in 2010, Ms See was in the Corporate/Mergers & Acquisitions practice group of Wong Partnership LLP, one of the leading law firms in Singapore. She started her career as a litigation lawyer with Tan Kok Quan Partnership.

Ms See holds an LL.B. (Honours) from the National University of Singapore and is admitted to the Singapore Bar.

# **OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN HONG KONG AND THE PEOPLE'S REPUBLIC OF CHINA**

## **RELEVANT LAWS AND REGULATIONS IN HONG KONG**

### **General**

The legal system of Hong Kong upholds the principle of the rule of law and the independence of the judiciary. Under the concept of “one country, two systems”, Hong Kong enjoys a high degree of autonomy and its legal system is fundamentally separate from that of the PRC. Under Article 6 of the Basic Law of the Hong Kong Special Administrative Region, which is Hong Kong's constitution, the Hong Kong Special Administrative Region shall protect the right of private ownership of property in accordance with law.

In general, proprietary rights of land owners over real estate in Hong Kong are protected under Hong Kong law which consists of both the Hong Kong legislations and common law decisions.

### **System of Land Holding in Hong Kong**

All land title in Hong Kong is leasehold held under land grants from the Hong Kong Government save and except St. John's Cathedral which is the only freehold property in Hong Kong.

The terms of the government grant vary from short term leases or licences to leases of up to 999 years. Old leases will continue until they expire and may be renewed. Most new leases tend to be granted for terms of 50 years although occasionally they are longer. Leases in various parts of Hong Kong which were due to expire prior to 1997 have been automatically extended through to 30 June 2047 without the requirement for any additional premium paid to the government. In the past, rent payable under government grant has ordinarily been nominal but for leases granted after 1 July 1997 the government rent is calculated at a rate of 3 per cent. of the rateable value of the property concerned.

Older government grant tended to contain fewer restrictions whereas newer grants usually incorporate extensive development requirements, restrictions and obligations. If a grantee pays the required premium, government rent and complies with the land grant conditions, he is entitled to quiet enjoyment of the land and the Hong Kong Government will not exercise its right of re-entry without a valid cause. Although certain government leases may contain the Hong Kong Government's right of land resumption for public interest, it is only in very exceptional circumstances that privately owned property will be compulsorily acquired by the Hong Kong Government (such as the Mass Transit Railway development). In all such cases, compensation will be paid to the affected owners.

There are no restrictions in Hong Kong over ownership of land. Property in Hong Kong can be owned by any legal entity, whether an individual or a local or overseas corporation. Property transactions in Hong Kong are, however, subject to local tax and stamp duty payment.

### **Leases/Tenancies in Hong Kong**

Land owners are usually free to let out property (whether it is a piece of land or a unit) to a tenant by means of a lease or tenancy agreement although occasionally there may be restrictions in the relevant government grants or mortgages on letting. Leases and tenancies are subject to stamp duty and for leases over a term of three years, they should be registered at the Land Registry in order to obtain priority against third party interest.

Under Hong Kong law, land owners are free to negotiate the terms of the lease with its tenant so long as it does not breach the terms and conditions of the government grant and other governing ordinances or regulations.

## **Deeds of Mutual Covenant**

In Hong Kong, it is common for a number of owners to own collectively both the parcel of land and the building(s) on it. The land and building(s) are held by the co-owners as tenants in common in shares which usually bear some relationship to the size of the individual units held by the various owners within the building(s).

In Hong Kong, the relationship between the co-owners is governed by a document called a deed of mutual covenant (or an instrument of a similar nature), which is an agreement between the co-owners to regulate their co-ownership of the land and building(s) and to provide for the building's effective maintenance and management. A deed of mutual covenant notionally divides the land and building(s) into a number of undivided shares. Some deeds of mutual covenant also provide for management shares to be allocated to each unit for the purpose of calculating a co-owner's contribution to management expenses. Under a deed of mutual covenant, each co-owner is allocated a number of shares which entitle that owner to exclusive use and occupation of the owner's unit(s) to the exclusion of other co-owners and gives each co-owner certain rights and obligations in relation to the use, maintenance and repair of the common parts and facilities of the building(s) to which each co-owner is bound to contribute a proportionate share of the associated costs and expenses by reference to the undivided shares or management shares allocated to its unit. Most deeds of mutual covenant also require a co-owner to pay management fee deposits and make contributions to the management funds before taking possession of its unit and provides for the formation of an owners' committee to speak for the individual owners in all relations between the owners and the manager and to make such decisions as reappointment of the manager, approval of annual budgets and approval of house rules. The deed of mutual covenant usually binds the manager and all the owners of a development and their successors-in-title, regardless of whether they are original parties to the deed of mutual covenant and amendment to the deed of mutual covenant requires the consent of all the existing co-owners and their respective mortgagees.

## **Compulsory Acquisition**

The Hong Kong Government has the power to compulsorily acquire any land in Hong Kong pursuant to the provisions of applicable legislation including, but not limited, to the Lands Resumption Ordinance (Chapter 124 of the Laws of Hong Kong), the Roads (Works, Use and Compensation) Ordinance (Chapter 370 of the Laws of Hong Kong), the Railways Ordinance (Chapter 519 of the Laws of Hong Kong), the Land Acquisition (Possessory Title) Ordinance (Chapter 130 of the Laws of Hong Kong), the Land Drainage Ordinance (Chapter 446 of the Laws of Hong Kong), the Urban Renewal Authority Ordinance (Chapter 563 of the Laws of Hong Kong) and the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Chapter 276 of the Laws of Hong Kong).

For compulsory acquisitions of property in Hong Kong, the amount of compensation to be awarded is based on the open market value of a property and will be assessed on the basis prescribed in the respective ordinances.

## RELEVANT LAWS AND REGULATIONS IN THE PEOPLE'S REPUBLIC OF CHINA

### THE LAND SYSTEM

In the PRC, there are two kinds of land ownership, namely, state ownership and collective ownership. The urban lands are owned by the State and the rural and suburban lands, unless stipulated by laws to be owned by the State, are owned by collectives.

PRC law distinguishes between the ownership of land and the right to use land. Under such system, companies set up by local or foreign investors in PRC can acquire the right to use the land owned by the State for their business purposes.

Lands in the PRC are also categorised by usage. A system of land usage control is implemented under PRC law. According to the Land Administration Law of the PRC (中华人民共和国土地管理法) (the **Land Administration Law**), effective from 25 June 1986 and revised on 29 December 1988, 29 August 1998, 28 August 2004 and 26 August 2019, respectively, the State formulates overall planning of land utilisation, whereby lands are categorised as land for agriculture purpose, land for construction purpose (including but not limited to industrial, commercial, tourism, entertainment, commodity housing development) and unexploited land. Land users shall use lands in accordance with approved usage.

According to the Civil Code of the PRC (中华人民共和国民法典) (the **Civil Code**), effective from 1 January 2021, users of land for construction purpose have the rights to, in accordance with the laws, occupy, use, benefit from and mortgage the land owned by the State and to use such land to construct buildings, structure and facilities.

State-owned land for construction purpose can be further divided into two categories in terms of ways by which the land use right is obtained, that is, granted state-owned land for construction purpose and allocated state-owned land for construction purpose.

Under the Provisional Regulations of the PRC Concerning the Grant and Assignment of the Right to Use State-owned Land in Urban Areas (中华人民共和国城镇国有土地使用权出让和转让暂行条例) (the **Urban Land Regulations**), the grant of a State-owned land use right refers to the grant of a land use right by the State to a land user for a definite period subject to the payment of a land premium by the land user. Grant of land use right is further discussed in the paragraph titled "*Grant of Land Use Right*" below.

As defined in the Urban Land Regulations, allocated land use right refers to land use right obtained by land users through various methods for free in accordance with the laws. According to the Land Administration Law and the Law of Administration of Urban Real Estate of PRC (中华人民共和国城市房地产管理法) (the **Urban Real Estate Law**), which was passed on 5 July 1994 and revised on 30 August 2007, 27 August 2009 and 26 August 2019, allocation of land use right, subject to approval by the government, applies only when necessary and only to land use for the following purposes:

- land used for government offices and military site;
- land used for urban infrastructures and public welfare;
- land used for power generation, transportation, water resources and other projects which are vigorously supported by the State; and
- land used for other purposes specified by laws and regulations.

In addition to acquisition of land use right, either granted or allocated, directly from competent land authorities, entities may also acquire land use right by means of transfer of land use right by current land users who have obtained land use right. For details please refer to the paragraphs titled “*Transfer of Land Use Right*” and “*Transfer of Property*” below.

## **GRANT OF LAND USE RIGHT**

According to the Urban Real Estate Law, grant of land use right shall be in line with overall planning of land utilisation, urban planning and annual plan on land for construction purpose. Land use right may be granted by agreement, public auction, tender or bidding.

### **Grant by Public Auction, Tender or Bidding (招标投标挂牌出让)**

According to the Regulations on the Grant of State-owned Land Use Rights through Competitive Bidding, Public Auction and Public Tender (招标投标挂牌出让国有建设用地使用权规定), which was passed by the Ministry of Land and Resources of the PRC on 3 April 2002 and revised on 21 September 2007 and effective from 1 November 2007, grant of lands for operational use (including industrial, commercial, tourism, entertainment and commodity housing development), or a plot of land with two or more prospective purchasers, shall be subject to competitive bidding, public auction or public tender. The qualified buyer that offers the highest price is the winner and will sign the land use right grant contract with the competent land authority.

Upon signing of the land use right grant contract for the grant of land use right, the grantee is required to pay the land grant premium in accordance with the terms of the land use right grant contract. Once the land grant premium is paid in full, the grantee may, since 1 March, 2015, apply for issuance of a PRC Real Estate Certificate (不动产权证) from the competent land authority evidencing the grant of land use right; before 1 March, 2015, a State-owned Land Use Right Certificate (国有土地使用证) or a House Property Right Certificate (房产证) was issued by the competent authority, depending on where the land is located.

### **Grant by Bilateral Agreement (协议出让)**

Pursuant to the Regulation on the Grant of Land Use Right Through Bilateral Agreement (协议出让国有土地使用权规定) promulgated by the Ministry of Land Resources, which became effective on 1 August 2003, land use right may be granted by way of a bilateral agreement between the relevant land authority and a grantee only if it is not required by laws, regulations or rules to be granted by means of competitive bidding, public auction or public tender. It is further provided that, if there is only one prospective land user on the plot of land which has been publicly announced to be granted, the land authority may grant the land use right through a bilateral agreement with the exception of lands for operational use (including but not limited to commercial, tourism, entertainment and commodity housing development). Upon full payment of the land premium, the grantee may apply for registration with the local authority and obtain a State-owned Land Use Certificate or a House Property Certificate evidencing the grant of land use right before 1 March, 2015; since 1 March, 2015, a PRC Real Estate Certificate is issued instead.

## **TRANSFER OF LAND USE RIGHT**

According to the Civil Code and the Provisions on the Administration of Urban Real Estate Transfer (城市房地产转让管理规定) promulgated by the Ministry of Construction on 7 August 1995, as amended on 15 August 2001 (**Provisions of Real Estate Transfer**), user of land for construction purpose has the right to transfer, exchange, contribute, donate or mortgage the land use right, unless otherwise prohibited by PRC law. In case of transfer of land use right, buildings and other fixtures on the land shall be transferred all together.

The term of land use right for the transferred land is the original term granted under the land use right grant contract less the term which has been used by the original grantee/transferor.

A transfer of land use right must be evidenced by a written contract. Upon such transfer, all rights and obligations of the transferor contained in the original contract for the grant of land use right by the State shall be simultaneously transferred to the transferee. The transfer must be duly registered with the relevant local land authority and a new certificate of PRC Real Estate Certificate will be issued and the original land use certificate of land use right will be surrendered.

Under the Urban Real Estate Law, transfer of land use right acquired by way of grant shall be subject to the following pre-conditions:

- the land grant premium must have been paid in full in accordance with the land use right grant contract and a certificate of land use right must have been obtained; and
- the investment in or development of such land must have been carried out in accordance with the land use right grant contract, evidenced by completion of 25.0 per cent. or more of total development amount in case of construction of building or by satisfaction of industrial or other use conditions in case of development of large parcel of land.

### **TERMINATION OF LAND USE RIGHT**

A land use right will terminate upon the expiration of the term of the grant specified in the relevant land use right grant contract. Land use right may also terminate upon reclamation of the land use right by the State or by loss of the land, etc.

Under the Urban Land Regulations, the maximum term of the grant depends on the type of use of the land. Such term is generally as follows:

- up to 70 years for residential use;
- up to 50 years for industrial use;
- up to 50 years for education, science, culture, public health or physical education uses;
- up to 40 years for commercial, tourism and entertainment uses; and
- up to 50 years for mixed or other uses.

Generally the State shall not reclaim the granted land use right prior to expiration of the term of land use under the land use right grant contract. In exceptional circumstances, and if it is in the public interest, the State has the right to reclaim the land use right of land for construction purpose in accordance with law, meanwhile the State will offer compensation to the land user for the buildings and other fixtures on the land and refund part of the land grant premium accordingly pursuant to the Civil Code and the Urban Real Estate Law.

According to the Civil Code, upon expiry of land use term, (i) the term of residential land use shall be automatically renewed; and (ii) the term of non-residential land use shall be handled in accordance with the laws and the ownership of buildings and other properties on such land shall be determined according to the contractual agreement; if there is no contractual agreement or it is not expressly agreed upon, the laws and administrative laws shall be applied.

According to the Urban Real Estate Law, upon expiry of the term of grant under the land use right grant contract, the user of non-residential land may apply for renewal of land use term by submitting an application at least 12 months in advance. Such application will be granted unless for public interest the land needs to be taken back by the State. If the application is granted, the land user is required to enter into a new land use right grant contract, pay a land use right grant premium and effect the necessary registration of the renewed right. If no application is made, or such application is not granted, the land use right shall revert to the State and the buildings and fixtures on the land shall be handled in accordance with the agreements set forth in the land use right grant contract.

## **DOCUMENTATION OF TITLE**

According to the Civil Code, the creation, change, transfer or extinguishment of real property rights shall come into effect upon and at the time of registration and shall not have effect without registration unless otherwise provided by law. Nevertheless, the contracts between the parties regarding creation, change, transfer or extinguishment of real property rights shall come into effect upon offer and acceptance, and the effectiveness of the said contracts is not subject to registration of real property rights.

Before 1 March, 2015, there were two types of title registrations in the PRC, namely land registration and building registration.

The two different systems are maintained separately in some cities in the PRC. However, in Beijing, Shenzhen, Guangzhou, Shanghai and some other major cities, the two systems had been consolidated and a single composite House Property Right Certificate was issued. Whether the two systems were separate or combined does not have any legal impact on the property rights. Besides, pursuant to the Civil Code, the registers kept by the registration authorities shall be the basis of the real property rights and the certificates issued to the owner or right holder are evidentiary documents of the real property rights; in case of any discrepancy between a register and a certificate, the register shall prevail unless it has been proven by evidence that the register does have an error. Since 1 March, 2015, only the PRC Real Estate Certificate was or will be issued because of the legislation change.

## **TRANSFER OF PROPERTY**

Pursuant to the Provisions of Real Estate Transfer, a real property owner may transfer, exchange, contribute, donate or mortgage the real property owned by it. Where a building is transferred, the ownership of the building and underlying land use right shall be transferred simultaneously. Transfer of ownership of the building shall also be subject to the conditions precedent as set forth in the paragraph titled “*Transfer of Land Use Right*”. The following real property may not be transferred:

- real property for which the underlying land use right was acquired by way of grant but the pre-conditions for transfer of the granted land use right are not met;
- real property which was seized or the rights to which were restricted in any other form by a ruling or decision of judicial or administrative authorities in accordance with the law;
- real property for which the underlying land use right was retrieved by the State in accordance with the law;
- jointly owned real property, if other joint owners have not given their consent;
- the title of the real property is disputable;

- real property which has not been registered and a title certificate of which has not been obtained; and
- other circumstances in which transfer is prohibited under laws and administrative regulations.

## LEASING OF PROPERTY

Leasing of urban real properties is governed by the Civil Code, the Urban Real Estate Law, the Measures on Administration of Lease of Commodity Buildings (商品房屋租赁管理办法) and other related laws. Under these laws and regulations, owners of buildings in the PRC are entitled to lease their buildings unless otherwise provided by law. The lease shall be filed with the real property administration authority at the municipal or county level within 30 days after the lease contract is entered into. The failure to file the lease timely may subject the parties to administrative penalties. The legal effect of the lease contracts is not subject to such filing; provided, however, absent such filing, the lease does not have any effect against third parties although it is still binding upon the parties to the lease. The term of lease may not be longer than 20 years, otherwise the excess part will be void and invalid. If the lessor intends to sell out a leased property, it shall, within a reasonable time limit before the sale, notify the lessee and the lessee shall have a right of first refusal to buy the leased property on equal terms and conditions, unless such priority right is waived by the lessee in the lease. A lessee may, subject to written consent of the lessor, sub-lease the property to a third party. The building shall not be leased in the following circumstances:

- the building is constructed illegally;
- the building does not meet the mandatory standards on safety and disaster prevention;
- the usage of the buildings is changed in violation of the provisions; or
- other situations in which leasing is prohibited by the provisions of the laws and regulations.

## MANAGEMENT OF PROPERTY

The State Council promulgated the Property Management Rules (物业管理条例) (**Property Management Rules**) on 8 June 2003 and revised it on 26 August 2007, 6 February 2016 and 19 March 2018. The Property Management Rules stipulate that owners in a common property management region shall organise the Owners Meeting and elect and establish the Owners Committee. However, owners will jointly exercise the duties of the Owners Meeting and the Owners Committee if there is only one owner or there are only a few owners who have unanimously agreed not to organise the Owners Meeting.

Pursuant to the Property Management Rules, the quorum for an Owners Meeting requires owners representing more than 50.0 per cent. of owners (one independent unit represents one owner) with their floor areas accounting for more than 50.0 per cent. of the GFA within the common property management region. The following matters shall only be passed by two-thirds of owners with their floor areas accounting for two-thirds of the GFA in respect of the property:

- collecting and utilising special maintenance fund;
- alteration, reconstruction of building and its facilities.

Service charges comprise the property service cost and the property service enterprise's remuneration. The exact amount of service charges payable to a property service enterprise as remuneration may be agreed by the parties by reference to the two methods. According to the Rules on Property Service Fees (物业服务收费管理办法) jointly promulgated by the National Development and Reform Commission (the **NDRC**) and the Ministry of Construction of the PRC on 13 November 2003, the extra amount of service charges payable to property service enterprise as remuneration may be entered into between the owners and property management enterprises by reference to a fixed management fee (包干制) or a percentage based management fee (酬金制).

## FOREIGN INVESTMENT IN REAL ESTATE IN THE PRC

Under the "Provisions on the Administration of Qualification for Real Estate Development Companies" (房地产开发企业资质管理规定) promulgated by the Ministry of Construction of the PRC on 29 March 2000 and revised on 4 May 2015, a company engaged in the development and operation of real property business shall obtain a Qualification Certificate for Real Estate Development Enterprise in the PRC.

According to the Opinions on Regulating the Access and Administration of Foreign Investment in the Real Estate Market (关于规范房地产市场外资准入和管理的意见) promulgated jointly by the Ministry of Construction of the PRC, the MOC, the NDRC, the People's Bank of China, the State Administration for Industry and Commerce and the the State Administration of Foreign Exchange (the **SAFE**) on 11 July 2006, (i) foreign entities and individuals shall follow the principle of commercial existence and are allowed to invest and purchase non-self-resided real estate in the PRC via their foreign invested enterprises (**FIE**) incorporated in the PRC; (ii) if the total investment amount of a foreign invested real estate development company is US\$10.0 million or more, the amount of its registered capital shall not be less than 50.0 per cent. of the total investment; (iii) foreign investors shall pay off all the transfer price in a lump sum with their own funds if they acquire domestic real estate companies in the PRC; and (iv) no offshore or onshore loan is allowed if the registered capital of foreign-invested real estate company has not been fully paid in, or the foreign-invested real estate company has not obtained the State-owned land use right certificate, or their capital for a property development project is less than 35 per cent. of the total investment.

According to the Notice on Implementing the Opinions on Regulating the Access and Administration of Foreign Capital in the Real Estate Market (关于贯彻落实《关于规范房地产市场外资准入和管理的意见》有关问题的通知) promulgated by the MOC on 14 August 2006, (i) if the total investment amount of a foreign invested real estate development company is more than US\$3.0 million, the amount of its registered capital shall not be less than 50.0 per cent. of the total investment; and (ii) if the total investment amount of a foreign invested real estate development company is US\$3.0 million or less, the amount of its registered capital shall not be less than 70.0 per cent. of the total investment.

The MOC and the SAFE jointly issued a Notice on Further Strengthening and Regulating the Approval and Administration regarding Foreign Direct Investment in the Real Estate Industry (关于进一步加强、规范外商直接投资房地产业审批和监管的通知) (the **No. 50 Notice**) on 23 May 2007. Under the No. 50 Notice, local commercial authorities should reinforce the approval and supervision process over foreign-invested real estate enterprises, and strictly control foreign fund from investing in high-end real estate development projects. In order to incorporate a foreign-invested real property company, the land use right and/or building ownership should have been obtained in advance, or at least a pre-transfer/purchase contract has been entered into with the relevant land administrative authorities, land developers, or the owner of the building or other constructions, otherwise the proposed incorporation of foreign-invested real estate company will not be approved by the authorities.

In November 2010, the Administrative Office of MOC promulgated the Notice on Strengthening Administration of the Approval and Recording of Foreign Investment into Real Estate Industry (商务部办公厅关于加强外商投资房地产业审批备案管理的通知), whereby it is emphasised that speculative investments shall be restrained. Among other things, a foreign-invested real property company shall be prohibited from purchasing and selling real estate properties completed or under construction within the PRC for arbitrage purposes.

According to Special Administrative Measures (Negative List) for the Access of Foreign Investment (2020) (外商投资准入特别管理措施(负面清单) (2020年版)), the category of foreign-invested real estate is not in the negative list, which means the construction, development and operation of real estate by a foreign-invested real property company is not prohibited.

## **COMPANY LAW**

The Company Law of PRC (**Company Law**), which came into effect on 1 July 1994 and was revised on 25 December 1999, 28 August 2004, 27 October 2005, 28 December 2013 and 26 October 2018 respectively, governs two types of companies, namely companies incorporated in the PRC with limited liability and companies incorporated in the PRC as joint stock limited companies. Both types of companies have the status of a for-profit legal person. The liability of shareholders of a limited liability company is limited to the extent of the amount of capital subscribed to by them and the company is liable to its creditors to the full amount of the assets owned by it. The liability of shareholders of joint stock limited companies is limited to the extent of the amount of shares subscribed to by them and the company is liable to its creditors to the full amount of the assets owned by it.

Pursuant to the Company Law, the Foreign Investment Law of the PRC (中华人民共和国外商投资法) (the **Foreign Investment Law**), effective from 1 January 2020 and their respective implementation regulations or rules, the after-tax profit of a FIE for a given year shall be allocated according to the following sequences:

- if the statutory common reserve is insufficient to make up its losses of the previous years, such losses shall be made up from the profit for the current year firstly;
- allocate certain percentage of the after-tax profit to the reserve funds, the employee incentive and welfare funds and the enterprise development funds; and
- make profit distribution to its shareholder(s).

## TAXATION

*The statements below are general in nature and are based on current income tax laws in Singapore and Hong Kong and administrative guidelines or circulars issued by the relevant tax authorities in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. 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. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Notes and Perpetual Securities or of any person acquiring, selling or otherwise dealing with the Notes and Perpetual Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes and Perpetual 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 Notes and Perpetual 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. Holders and prospective holders of the Notes and Perpetual Securities are advised to consult their own professional tax advisers as to the tax consequences of the acquisition, ownership of or disposal of the Notes and Perpetual Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuers, the Guarantor, the Arrangers and any other persons involved in the issue and offer of the Notes and Perpetual Securities accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes and Perpetual Securities.*

### **Singapore Taxation**

#### **Taxation relating to payments on Notes**

##### ***Interest and Other Payments***

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is the prevailing corporate tax rate, currently 17%. The applicable rate for non-resident individuals is currently 22% and will be increased to 24% from 1 January 2023 onwards. 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%. The withholding tax rates may be reduced by applicable tax treaties.

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 or 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 “break cost”, “prepayment fee” and “redemption premium” are defined in the ITA as follows:

- **break cost**, in relation to debt securities, qualifying debt securities or 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;
- **prepayment fee**, in relation to debt securities, qualifying debt securities or 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; and
- **redemption premium**, in relation to debt securities, qualifying debt securities or qualifying project debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

Any reference to “break cost”, “prepayment fee” and “redemption premium” in this Singapore taxation disclosure shall have the same meaning as defined in the ITA.

In addition, as the Programme as a whole was jointly arranged by DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited, each of which is a Financial Sector Incentive (Capital Market) Company or Financial Sector Incentive (Standard Tier) Company (as defined in the ITA) at such time, any tranche of the Notes issued under the Programme during the period from the date of this Offering Circular to 31 December 2023 (**Relevant Notes**) would, pursuant to the ITA and the Income Tax (Qualifying Debt Securities) Regulations (the **QDS Regulations**), be “qualifying debt securities” (**QDS**) for the purposes of the ITA, to which the following treatment shall apply:

- (a) 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 any tranche of the Relevant Notes within such period as the MAS may specify and such other particulars in connection with such tranche of the Relevant Notes as the MAS may require and the inclusion by the relevant Issuer in all offering documents relating to such tranche of 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 such Relevant Notes using funds from that 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 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 such Relevant Notes are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore income tax;

- (b) 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 any tranche of the Relevant Notes within such period as the MAS may specify and such other particulars in connection with such tranche of the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes 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 (a) above, is subject to income tax at a concessionary rate of 10% (except for holders who have been granted the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (c) subject to:
  - (i) the relevant Issuer including in all offering documents relating to any tranche of 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
  - (ii) the relevant Issuer, or such other person as the MAS may direct, furnishing to the MAS a return on debt securities for any tranche of the Relevant Notes within such period as the MAS may specify and such other particulars in connection with such tranche of 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.

However, notwithstanding the foregoing:

- (a) if during the primary launch of any tranche of the Relevant Notes, such tranche of the Relevant Notes is issued to fewer than four persons and 50% or more of the issue of such tranche of the Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the relevant Issuer or the MPACT Manager, such tranche of the Relevant Notes would not qualify as QDS; and
- (b) even though a particular tranche of Relevant Notes is QDS, if, at any time during the tenure of such tranche of the Relevant Notes, 50% or more of the issue of such tranche of the Relevant Notes which is outstanding at any time during the life of the issue is beneficially held or funded, directly or indirectly, by related parties of the relevant Issuer or the MPACT Manager, Qualifying Income derived from such tranche of the Relevant Notes by:
  - (i) any related party of the relevant Issuer or the MPACT Manager; or

- (ii) any other person where the funds used by such person to acquire such tranche of the Relevant Notes are obtained, directly or indirectly, from any related party of the relevant Issuer or the MPACT Manager,

shall not be eligible for the tax exemption or concessionary rate of tax at 10% 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 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 Sections 45 or 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.

## **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 (Second Edition) on 21 October 2019 (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 or a real estate investment trust (as defined in the ITA) is characterised as an equity instrument for income tax purposes, distributions from the issuer to the investors are regarded as dividends (where made by a company) or REIT distributions (where made by a REIT). In respect of REIT distributions, such distributions are taxable in the hands of the instrument holders being returns on investments, regardless of the underlying receipts from which distributions are made by the REIT. No deduction will be allowed to the issuer of such instrument in respect of distributions paid to investors.

The IRAS has also stated in the Hybrid Instruments e-Tax Guide that where a hybrid instrument is issued by a foreign issuer, the Comptroller of Income Tax in Singapore will examine the facts and circumstances, including the characterisation of the hybrid instrument in the tax jurisdiction of the issuer, and the factors indicated above for the purpose of determining the characterisation of the distribution derived by investors in Singapore.

***Tax treatment if the Perpetual Securities are characterised as debt instruments***

In the event that any tranche of the Perpetual Securities is characterised as a debt instrument for Singapore income tax purposes, payment of distributions (including Optional Distributions and Arrears of Distribution) in respect of such tranche of the Perpetual Securities (hereafter referred to as **Distributions** for the purposes of this Singapore taxation section) and Additional Distribution Amounts should be regarded as interest payments and the disclosure above under "Taxation relating to payments on Notes – Interest and Other Payments" summarises the income tax treatment that may be applicable on the Distributions and Additional Distribution Amounts and shall constitute the disclosure required for purposes of QDS. For the purposes of such application, all references to "Notes" and "Relevant Notes" in the disclosure under "Taxation relating to payments on Notes – Interest and Other Payments" 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 and Additional Distribution Amounts.

***Tax treatment if the Perpetual Securities are characterised as equity instruments***

***Distributions from Perpetual Securities issued by MPACT TCo or MPACT Spore-TCo***

In the event that any tranche of the Perpetual Securities issued by MPACT TCo or MPACT Spore-TCo is characterised as equity instruments for Singapore income tax purposes and the Distributions are to be treated as dividends in the hands of Securityholders, the payment of dividends will not be subject to withholding of tax, irrespective of the profile of Securityholders. Where MPACT TCo or MPACT Spore-TCo (as the case may be) is a Singapore tax resident company, the amount of such Distributions therefrom, being Singapore one-tier dividends, will be exempt from Singapore income tax in the hands of Securityholders.

### *Distributions from Perpetual Securities issued by MPACT Trustee*

In the event that any tranche of the Perpetual Securities issued by MPACT Trustee is characterised as equity instruments for Singapore income tax purposes, the Distributions are taxable in the hands of the Securityholders either as income under Section 10(1)(a) or Section 10(1)(g) of the ITA, regardless of the underlying receipts of MPACT from which the Distributions are made. No deduction will be allowed to MPACT Trustee in respect of the Distributions.

### *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% final withholding tax described below) to non-resident persons (other than non-resident individuals) is the prevailing corporate tax rate, currently 17%. The applicable rate for non-resident individuals is currently 22% and will be increased to 24% from 1 January 2023 onwards. 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%. The withholding tax rates may be reduced by applicable tax treaties.

### ***Application for tax ruling***

The relevant Issuer may apply to the IRAS for an advance tax ruling to confirm the classification of any tranche of the Perpetual Securities for Singapore income tax purposes and the Singapore tax treatment of the payment of the Distributions and Additional Distribution Amounts.

If such an application is made, the relevant Issuer will provide relevant details of the tax ruling issued by the IRAS on its website [www.mapletreepact.com](http://www.mapletreepact.com) or via an announcement shortly after the receipt of the tax ruling.

### ***Capital Gains***

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. Gains may also be liable to Singapore income tax if the Securities were acquired with the intent or purpose of making a profit from sale and not intended for long-term investment purposes.

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 Noteholder or Securityholder (as the case may be). Holders of the Securities who have adopted or are adopting Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (**FRS 39**), Financial Reporting Standard 109 – Financial Instruments (**FRS 109**) or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) (**SFRS(I) 9**) (as the case may be) may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on “*Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes*”.

## ***Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes***

The IRAS has published e-Tax Guide: Income Tax Implications Arising from The Adoption of FRS 39 – Financial Instruments: Recognition & Measurement (Second Edition) on 16 March 2015 (the **FRS 39 e-Tax Guide**) and e-Tax Guide: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments (Second Edition) on 6 November 2019 (the **FRS 109 e-Tax Guide**). Legislative amendments to give legislative effect to the tax treatment set out in the FRS 39 e-Tax Guide and FRS 109 e-Tax Guide have been enacted in Section 34A and Section 34AA of the ITA respectively.

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.

Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions.

Holders of the Securities who may be subject to the tax treatment under the FRS 39 e-Tax Guide or FRS 109 e-Tax Guide and Section 34A or Section 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Securities.

### ***Estate Duty***

Singapore estate duty has been abolished with respect to deaths occurring on or after 15 February 2008.

## **Hong Kong Taxation**

### ***Withholding Tax***

No withholding tax in Hong Kong is payable on payments of principal or interest in respect of the Notes or Distributions and Additional Distribution Amounts in respect of the Perpetual Securities.

### ***Taxation on Interest, Distributions and Additional Distribution Amounts and Capital Gains***

Hong Kong profits tax is charged on every person carrying on a trade, profession or business in Hong Kong in respect of assessable profits arising in or derived from Hong Kong from such trade, profession or business.

Under the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) (the **Inland Revenue Ordinance**) as it is currently applied, Hong Kong profits tax may be charged on revenue profits which have a Hong Kong source arising on the sale, disposal or redemption of the Notes or Perpetual Securities where such sale, disposal or redemption is or forms part of a trade, profession or business carried on in Hong Kong.

Interest on the Notes and Distributions and Additional Distribution Amounts on Perpetual Securities which are considered as debt securities for Hong Kong profits tax purposes will be subject to Hong Kong profits tax where such interest or Distribution and Additional Distribution Amounts is received by or accrues to:

- (a) a financial institution (as defined in the Inland Revenue Ordinance) and arises through or from the carrying on by the financial institution of its business in Hong Kong; or

- (b) a corporation carrying on a trade, profession or business in Hong Kong where such interest or Distribution and Additional Distribution Amounts is arising in or derived from Hong Kong; or
- (c) a person, other than a corporation, carrying on a trade, profession or business in Hong Kong where such interest or Distribution and Additional Distribution Amounts is arising in or derived from Hong Kong and is in respect of the funds of that trade, profession or business.

Notwithstanding the above, hybrid instruments which exhibit both debt-like and equity-like features may be considered as equity instruments for Hong Kong profits tax purposes depending on their nature according to the legal form of such hybrid instruments, i.e., the legal rights and obligations created by such instruments. Should the Perpetual Securities be considered as equity instruments for Hong Kong profits tax purposes, the Distributions and Additional Distribution Amounts generally should not be subject to Hong Kong profits tax in the hands of the holders of the Perpetual Securities.

Although no profits tax is imposed in Hong Kong in respect of capital gains, Hong Kong profits tax may be chargeable on trading gains arising on the sale or disposal of the Notes or Perpetual Securities where such transactions are or form part of a trade, profession or business carried on in Hong Kong.

### ***Qualifying debt instruments***

Notes of a particular series may qualify as “qualifying debt instruments”. The holder of qualifying debt instruments may be entitled to full or partial profits tax relief on interest and trading profits derived from such instruments depending on the issue date or the maturity of the Notes and provided that the Notes also meet certain prescribed conditions.

### ***Stamp duty***

No Hong Kong stamp duty will be chargeable upon the issue or transfer of a Note or Perpetual Security for so long as the registers of holders of the Notes or Perpetual Securities are maintained outside Hong Kong and any transfer of such Notes or Perpetual Securities is not required to be registered in Hong Kong.

***Holders and prospective holders of the Notes and Perpetual Securities are advised to consult their own tax advisers on the tax consequences that may be applicable to them, in Singapore or Hong Kong (as applicable) or in their own tax jurisdiction.***

### **Foreign Account Tax Compliance Act**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuers may be a foreign financial institution for these purposes. A number of jurisdictions (including Singapore and Hong Kong) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes and Perpetual Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes and Perpetual Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes and

Perpetual Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes and Perpetual Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the relevant Issuer). However, if additional Notes or Perpetual Securities (as described under “*Terms and Conditions of the Notes – Further Issues*” and “*Terms and Conditions of the Perpetual Securities – Further Issues*”, as the case may be) that are not distinguishable from previously issued Notes or Perpetual Securities (as the case may be) are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes or Perpetual Securities (as the case may be), including the Notes or Perpetual Securities offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes or Perpetual Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes or Perpetual Securities, no person will be required to pay additional amounts as a result of the withholding.

### **The Proposed Financial Transactions Tax (FTT)**

On 14 February 2013, the European Commission published a proposal (the **Commission’s Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes and Perpetual Securities (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes and Perpetual Securities should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes or Perpetual Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes or Perpetual Securities are advised to seek their own professional advice in relation to the FTT.

## CLEARING AND SETTLEMENT

### Clearance and Settlement under the Depository System

In respect of Notes and Perpetual 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 (the **Depository System**) maintained by CDP. Notes and Perpetual 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 Notes and Perpetual Securities which are accepted for clearance by CDP, the entire issue of the Notes and Perpetual Securities is to be held by CDP in the form of a Global Note or a Global Perpetual Security for persons holding the Notes or Perpetual Securities in securities accounts with CDP (the **Depositors**). Delivery and transfer of Notes and Perpetual Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Notes and Perpetual Securities through the Depository System may be effected through securities sub-accounts held with corporate depositors (the **Depository Agents**). Depositors holding the Notes and Perpetual Securities in direct securities accounts with CDP, and who wish to trade Notes and Perpetual Securities through the Depository System, must transfer the Notes and Perpetual Securities to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payments of interest and distribution and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfers of interests in the Notes and Perpetual 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 CDP 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

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in 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 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 each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream are governed by the respective rules and operating procedures of Euroclear or Clearstream and any applicable laws. Both Euroclear and Clearstream 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 Notes and Perpetual Securities held through Euroclear or Clearstream will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of the relevant Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

## SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the **Programme Agreement**) dated 27 September 2022, agreed with the Issuers and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes or Perpetual Securities. Any such agreement will extend to those matters stated (in the case of Notes) under “*Form of the Notes*” and “*Terms and Conditions of the Notes*” or (in the case of Perpetual Securities) under “*Form of the Perpetual Securities*” and “*Terms and Conditions of the Perpetual Securities*”. In the Programme Agreement, the Issuers (failing which, where the Issuer is MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, the Guarantor) have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes and Perpetual Securities under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

The Arrangers, the Dealers or any of their respective affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Arrangers, the Dealers or any of their respective affiliates may have performed certain banking and advisory services for the Issuers, the Guarantor and/or their respective affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions and other commercial dealings with and perform services for the Issuers, the Guarantor and/or their respective affiliates in the ordinary course of the relevant Issuer’s, the Guarantor’s or their business. The relevant Issuer may from time to time agree with the relevant Dealer(s) that the relevant Issuer may pay certain third parties (including, without limitation, rebates to private banks as specified in the applicable Pricing Supplement).

In the ordinary course of their various business activities, the Arrangers, the Dealers or any of their respective affiliates may make or hold (on their own account, on behalf of clients or in their capacity as investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and/or for the accounts of their clients, and may at any time hold long and short positions in such securities and instruments and enter into other transactions (including credit derivatives such as asset swaps, repackaging and credit default swaps) in relation thereto. Such transactions, investments and activities (a) may involve securities and instruments of the Issuers, the Guarantor and/or their respective affiliates, including Notes and/or Perpetual Securities issued under the Programme, (b) may be entered into at the same time or proximate to offers and sales of Notes and/or Perpetual Securities or at other times in the secondary market, and (c) may be carried out with counterparties that are also purchasers, holders or sellers of Notes and/or Perpetual Securities.

In connection with each tranche of Notes and Perpetual Securities issued under the Programme, the Dealers or certain of their affiliates may purchase Notes and Perpetual Securities and be allocated Notes and Perpetual Securities for asset management and/or proprietary purposes, whether or not with a view to distribution. Further, the Dealers and/or their respective affiliates may place orders, receive allocations and purchase Notes and Perpetual Securities for their own account (without a view to distributing such Notes and Perpetual Securities) and such orders and/or allocations of the Notes and Perpetual Securities may be material. Such entities may hold or sell such Notes or, as the case may be, Perpetual Securities, or purchase further Notes or, as the case may be, Perpetual Securities, for their own account in the secondary market or deal in any other securities of the relevant Issuer or the Guarantor, and therefore, they may offer or sell the Notes and Perpetual Securities or other securities otherwise than in connection with the offering. Accordingly, references herein to the Notes or Perpetual Securities being “offered” should be read as including any offering of the Notes or Perpetual Securities to the Arrangers, the Dealers and/or their respective affiliates for their own account. Such entities are not expected and do not intend to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so.

**Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code – Important Notice to CMIIs (including private banks)**

This notice to CMIIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIIs, which require the attention and cooperation of other CMIIs (including private banks). Certain CMIIs may also be acting as OCs for such offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealers in respect of each offering of Securities under the Programme.

Prospective investors who are the directors, employees or major shareholders of an Issuer, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an Association with the relevant Issuer, the Guarantor, the CMI or the relevant group company. CMIIs should specifically disclose whether their investor clients have any Association when submitting orders for the Securities. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the relevant Issuer, the Guarantor or any CMI (including its group companies) and inform the Dealers accordingly.

CMIIs are informed that, unless otherwise specified in the applicable Pricing Supplement, the marketing and investor targeting strategy for such offering may include institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language set out elsewhere in this Offering Circular.

CMIIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIIs). CMIIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIIs should disclose the identities of all investors when submitting orders for the relevant Securities (except for omnibus orders where underlying investor information should be provided to the OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIIs should not place “X-orders” into the order book.

CMIIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer or the Guarantor. In addition, CMIIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the Securities. CMIIs are informed that a private bank rebate may be payable as stated above and as notified to prospective investors on or prior to the launch of an offering of Securities under the Programme.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIIs.

When placing an order for the Securities, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the Dealers to apply the “proprietary orders” of the SFC Code to such order and will require the Dealers to apply the “rebates” requirements of the SFC Code to such order.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) are requested to provide the following underlying investor information, preferably in Excel Workbook format, in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to the OCs; (B) that they have obtained the necessary consents from the underlying investors to disclose such information to the OCs. By submitting an order and providing such information to the OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by the OCs and/or any other third parties as may be required by the SFC Code, including to the Issuers, the Guarantor, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for such offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in such offering. The Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

To: *Where applicable, the relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent will be notified to investors on or prior to the launch of an offering of Securities under the Programme – OCs to provide.*

*CMIs submitting orders should send ALL of the below information, at the same time as such order is submitted, to EACH OC contact set out above. Failure to do so may result in such order being rejected.*

Offering: *Insert description of Securities.*

Date: [●]

Name of CMI submitting order: [●]

Name of prospective investor: [●]

Type of unique identification of prospective investor: *For **individual investor clients**, indicate one of the following:*

*(i) HKID card; or*

*(ii) national identification document; or*

*(iii) passport.*

For **corporate investor clients**, indicate one of the following:

- (i) legal entity identifier (LEI) registration; or
- (ii) company incorporation identifier; or
- (iii) business registration identifier; or
- (iv) other equivalent identity document identifier.

Unique identification number of prospective investor:

Indicate the unique identification number which corresponds with the above “type” of unique identification.

Order size (and any price limits):

[●]

Other information:

- Associations *Identify any “Associations” (as used in the SFC Code) and, if any Associations identified, provide sufficient information to enable the OCs to assess whether such order may negatively impact the price discovery process.*
- Proprietary Orders *Identify if this order is a “Proprietary Order” (as used in the SFC Code) and, if so, provide sufficient information to enable the OCs to assess whether such order may negatively impact the price discovery process.*
- Duplicated Orders (i.e. two or more corresponding or identical orders placed via two or more CMIs) *If the prospective investor has placed an/any order(s) via other CMIs in this offering, identify if this order is (i) a separate/unique order or (ii) a duplicated order.*
- Contact Information of CMI submitting the order: *Provide 24-hour contact details (telephone and email) of relevant individual(s) who may be contacted in relation to this order.*

## United States

The Notes and the Perpetual Securities have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or, if Category 2 is specified in the applicable Pricing Supplement, to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes and the Perpetual Securities in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

If Category 2 is specified in the applicable Pricing Supplement, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver the Notes or Perpetual Securities (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes or Perpetual Securities of the Tranche of which such Notes or Perpetual Securities are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes or Perpetual Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes or Perpetual Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Accordingly, if Category 1 is specified in the applicable Pricing Supplement, the Notes or Perpetual Securities are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes or Perpetual Securities, an offer or sale of such Notes or Perpetual Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes, Index Linked Perpetual Securities, Dual Currency Notes or Dual Currency Perpetual Securities shall be subject to such additional U.S. selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes or Perpetual Securities, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

## **European Economic Area and the United Kingdom**

*The following selling restrictions is applicable to issues of Perpetual Securities only:*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no offers or sales of the Perpetual Securities will be made in, or to any person domiciled in, or having their registered office located in, any member of the European Economic Area or in the United Kingdom.

*The following selling restriction is applicable to issues of Notes only:*

- (a) Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not engage in the offer or marketing of the Notes in any jurisdiction in which Directive 2011/61/EU (the **AIFM Directive**) has been implemented, save that they may, notwithstanding the foregoing but without prejudice to any other matter contained in this section, engage in the offer or marketing of the Notes in Germany, France, The Netherlands, Norway, Denmark, Finland, Italy, Spain, Belgium, Austria, Luxembourg, Portugal, Ireland and such further jurisdictions as agreed in writing between the relevant Issuer and the relevant Dealer prior to any such marketing or offer taking place (each such jurisdiction in which such marketing or offer is permitted pursuant to this paragraph being a **Relevant AIFMD Jurisdiction**).

- (b) For the avoidance of doubt, and notwithstanding the foregoing or the generality of the matters set out under “*Subscription and Sale*” of this Offering Circular, no Dealer has made any representation, undertaking or agreement that it has complied with the provisions of the AIFM Directive, as such directive is implemented into, and interpreted in accordance with, the laws of each Relevant AIFMD Jurisdiction.

## European Economic Area

*The following selling restriction is applicable to issues of Notes and Perpetual Securities:*

### *Prohibition of Sales to EEA Retail Investors*

Unless the Pricing Supplement in respect of any Notes or Perpetual Securities specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes or Perpetual Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression retail investor means a person who is one (or more) of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes or Perpetual Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Notes or Perpetual Securities.

If the Pricing Supplement in respect of any Notes or Perpetual Securities specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes or Perpetual Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Notes or Perpetual Securities to the public in that Member State:

- (A) if the Pricing Supplement in relation to the Notes or Perpetual Securities specify that an offer of those Notes or Perpetual Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Notes or Perpetual Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the relevant Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

- (B) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (C) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (D) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes or Perpetual Securities referred to in (B) to (D) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an **offer of Notes or Perpetual Securities to the public** in relation to any Notes or Perpetual Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes or Perpetual Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Notes or Perpetual Securities and the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

## United Kingdom

***The following selling restriction is applicable to issues of Notes and Perpetual Securities:***

### ***Prohibition of Sales to UK Retail Investors***

Unless the Pricing Supplement in respect of any Notes or Perpetual Securities specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes or Perpetual Securities which are the subject of the offering contemplated by this Offering Circular as completed by Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA); or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes or Perpetual Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Notes or Perpetual Securities.

If the Pricing Supplement in respect of any Notes or Perpetual Securities specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes or Perpetual Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes or Perpetual Securities to the public in the United Kingdom:

- (A) if the Pricing Supplement in relation to the Notes or Perpetual Securities specify that an offer of those Notes or Perpetual Securities may be made other than pursuant to section 86 of the FSMA (a **Public Offer**), following the date of publication of a prospectus in relation to such Notes or Perpetual Securities which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the relevant Issuer has consented in writing to its use for the purpose of that Public Offer;
- (B) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (C) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (D) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes or Perpetual Securities referred to in (B) to (D) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression **an offer of Notes or Perpetual Securities to the public** in relation to any Notes or Perpetual Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes or Perpetual Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Notes or Perpetual Securities and the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

### ***Other Regulatory Restrictions***

*The following selling restriction is applicable to issues of Notes only:*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes or Perpetual Securities in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes or Perpetual Securities in, from or otherwise involving the United Kingdom.

## Japan

The Notes and Perpetual Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes or Perpetual Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

## Hong Kong

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes or Perpetual Securities (except for Notes or Perpetual Securities that are “structured products” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (**SFO**) other than (i) to “professional investors” as defined in the SFO and any rules made under the SFO, or(ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (C(WUMP)O) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes or Perpetual Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws in Hong Kong) other than with respect to the Notes or Perpetual Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the SFO and any rules made under the SFO.

## Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or Perpetual Securities or caused the Notes or Perpetual Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or Perpetual Securities or cause the Notes or Perpetual 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 Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes or Perpetual Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes or Perpetual 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 or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes or Perpetual Securities pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

## **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes and Perpetual Securities or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes and Perpetual Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the other Dealers shall have any responsibility therefor.

None of the Dealers represents that Notes and Perpetual Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Dealers or any affiliate of any of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the relevant Issuer in such jurisdiction.

With regard to each Tranche, the relevant Dealer will be required to comply with any additional restrictions as may be agreed between the relevant Issuer and the relevant Dealer and set out in the applicable Pricing Supplement.

## GENERAL INFORMATION

### Authorisation

The establishment of the Programme, the issue of Notes and Perpetual Securities under the Programme and, in the case of Notes or Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer, the giving of the Guarantee have been duly authorised by a resolution of the Board of Directors of the MPACT Trustee (in its capacity as an Issuer and, in the case of Notes or Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo or any New Issuer, the Guarantor) dated 29 July 2022.

The establishment of the Programme, the issue of Notes and Perpetual Securities under the Programme have also been duly authorised by a resolution of the Board of Directors of MPACT TCo dated 21 September 2022, a resolution of the Board of Directors of MPACT Spore-TCo dated 21 September 2022 and a resolution of the Board of Directors of MPACT HK-TCo dated 21 September 2022.

### Listing of Notes and Perpetual Securities

Approval-in-principle has been received from the SGX-ST in connection with the Programme and application will be made to the SGX-ST for permission to deal in and for the quotation of any Notes and Perpetual 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 Notes or Perpetual Securities have been admitted to the Official List of the SGX-ST. For so long as any Notes or Perpetual Securities issued by MPACT HK-TCo is listed on the SGX-ST and the rules of the SGX-ST so require, MPACT HK-TCo shall appoint and maintain a paying agent in Singapore, where such Notes or Perpetual Securities may be presented or surrendered for payment or redemption, in the event that any of the Global Notes representing such Notes, or Global Perpetual Securities representing such Perpetual Securities, is exchanged for definitive Notes or definitive Perpetual Securities, as the case may be. In addition, in the event that any of the Global Notes or Global Perpetual Securities is exchanged for definitive Notes or definitive Perpetual Securities, respectively, an announcement of such exchange will be made by or on behalf of the relevant Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes or the definitive Perpetual Securities, as the case may be, including details of the paying agent in Singapore. The SGX-ST takes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein or the contents of this document, makes no representations as to its accuracy of completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents herein. The approval-in-principle from, and the admission of any Notes or Perpetual Securities to the Official List of, the SGX-ST is not to be taken as an indication of the merits of the relevant Issuer, the Guarantor, MPACT, the Programme, the Notes or the Perpetual Securities.

The relevant Pricing Supplement in respect of any Series will specify whether or not such Notes or Perpetual Securities will be listed and, if so, on which exchange(s) the Notes or Perpetual Securities are to be listed. For so long as any Notes or Perpetual Securities are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes or Perpetual Securities will trade on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies).

## **Documents Available**

For the period of 12 months following the date of this Offering Circular, copies of the following documents will, when published, be available for inspection by prior appointment at the registered office of the MPACT Manager:

- (a) the Constitution of each Issuer;
- (b) the MPACT Trust Deed;
- (c) the most recently published audited annual financial statements of each of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer (if published) and the most recently published unaudited interim financial statements (if any) of each of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer, together with any audit or review reports prepared in connection therewith;
- (d) the most recently published audited consolidated annual financial statements of each of MCT, MNACT and MPACT (if published) and the most recently published unaudited interim financial statements (if any) of each of MCT, MNACT and MPACT, together with any audit or review reports prepared in connection therewith;
- (e) the Programme Agreement, the English Law Trust Deed, the Singapore Law Trust Deed, the Agency Agreement, the CDP Deeds of Covenant and the forms of the Global Notes, Global Perpetual Securities, the Notes and Perpetual Securities in definitive form, the Receipts, the Coupons and the Talons;
- (f) a copy of this Offering Circular; and
- (g) any future offering circulars, prospectuses, information memoranda and supplements including Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note or unlisted Perpetual Security will only be available for inspection by a holder of such Note or Perpetual Security and such holder must produce evidence satisfactory to the relevant Issuer or the Principal Paying Agent as to its holding of Notes and Perpetual Securities and identity) to this Offering Circular and any other documents incorporated herein or therein by reference.

Upon prior written request and subject to the provision of evidence satisfactory to the Trustee, the Paying Agents and/or the Registrar as to holding and identity, copies of the English law Trust Deed, the Singapore law Trust Deed and the Agency Agreement are also available during normal business hours at the specified office of the Trustee being at 10 Marina Boulevard, #46-01 Marina Bay Financial Centre Tower 2, Singapore 018983 and at the specified office of each of the Paying Agents and the Registrar or (ii) through electronic mail from the Trustee, any Paying Agent and/or the Registrar.

## **Clearing Systems**

The Notes and Perpetual Securities have been accepted for clearance through Euroclear and Clearstream (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream will be specified in the applicable Pricing Supplement. In addition, the relevant Issuer may also apply to have the Notes or Perpetual Securities, as the case may be, accepted for clearance through CDP. If Notes or Perpetual Securities are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of CDP is #01-19/20 The Metropolis, 9 North Buona Vista Drive, Singapore 138588.

### **Conditions for determining price**

The price and amount of Notes or Perpetual Securities to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Material Change**

There has been no material adverse change in the financial position or prospects of MPACT TCo, MPACT HK-TCo, MPACT Spore-TCo, MCT, MNACT, MPACT, the MCT Group, the MNACT Group or the MPACT Group, as applicable, since 31 March 2022.

### **Litigation**

There are no legal or arbitration proceedings pending or threatened against the Issuers, the Guarantor, MCT, MNACT, MPACT 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 Offering Circular a material adverse effect on the financial position of the relevant Issuer, MPACT or the MPACT Group.

### **Auditors**

PricewaterhouseCoopers LLP, Public Accountants and Chartered Accountants, have audited, and rendered unqualified audit reports on the consolidated financial statements of (i) MCT and the MCT Group and (ii) MNACT and the MNACT Group, for the financial years ended 31 March 2020, 31 March 2021 and 31 March 2022 found on pages F-2 to F-295.

PricewaterhouseCoopers LLP has given and has not withdrawn its written consents to the issue of this Offering Circular for the inclusion herein of (i) its name, (ii) its auditor's report on the financial statements of (a) the MCT Group and (b) the MNACT Group, for the financial years ended 31 March 2021 and 31 March 2022, in the form and context in which they appear in this Offering Circular.

### **Dealers transacting with the Issuers and the Guarantor**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuers, the Guarantor and their affiliates in the ordinary course of business.

## GLOSSARY

The following definitions have, where appropriate, been used in this Offering Circular:

<b>Additional Distribution Amount</b>	:	The amount of distribution accruing to the Arrears of Distribution as if it constituted the principal of the Perpetual Securities at the same rate of distribution
<b>Agency Agreement</b>	:	The agency agreement relating to the Programme dated 27 September 2022 between the Issuers, the Guarantor, The Hongkong and Shanghai Banking Corporation Limited as Principal Paying Agent, Registrar, Transfer Agent, HSBC Institutional Trust Services (Singapore) Limited as Trustee and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as CDP Paying Agent, and as further amended, restated or supplemented from time to time
<b>Agents</b>	:	The Principal Paying Agent, Paying Agents, Registrar, Transfer Agents, CDP Paying Agent and calculation agent(s) for the time being (if any)
<b>ARC</b>	:	Alexandra Retail Centre
<b>Arrangers</b>	:	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited
<b>Arrears of Distribution</b>	:	Any distribution deferred pursuant to Condition 4.6 of the Perpetual Securities
<b>Associate</b>	:	Has the meaning ascribed to it in the Listing Manual
<b>AUM</b>	:	Assets under management
<b>Authority or MAS</b>	:	Monetary Authority of Singapore
<b>Base Fee</b>	:	10.0 per cent. of the Distribution Amount (as defined in the MPACT Trust Deed)
<b>Basic Law</b>	:	The Basic Law of HKSAR
<b>BCA</b>	:	Building and Construction Authority
<b>BOAHF</b>	:	Bank of America HarbourFront
<b>CBD</b>	:	Central business district
<b>CDP</b>	:	The Central Depository (Pte) Limited

<b>CDP Deed of Covenant</b>	:	The Deed of Covenant dated 27 September 2022 made by the relevant Issuer in respect of the Notes and Perpetual Securities cleared through CDP, and as further amended, restated or supplemented from time to time
<b>CDP Paying Agent</b>	:	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
<b>China and Hong Kong Properties</b>	:	Gateway Plaza, Sandhill Plaza, and Festival Walk
<b>Circle Line</b>	:	The Circle Line (Stage 5) at Telok Blangah Road including HarbourFront MRT Station
<b>CIS Code</b>	:	The Code on Collective Investment Schemes issued by the MAS
<b>Civil Code</b>	:	The Civil Code of the PRC (中华人民共和国民法典)
<b>Clearstream</b>	:	Clearstream Banking S.A.
<b>CMS Licence</b>	:	Capital markets services licence for REIT management
<b>Committed Occupancy</b>	:	Occupancy rate based on all current leases in respect of the Properties
<b>Companies Act</b>	:	Companies Act 1967 of Singapore, as amended
<b>Company Law</b>	:	The Company Law of PRC
<b>Competitive Process</b>	:	The agreed competitive process applicable to any proposed disposal by any Future Greater China Commercial Private Funds
<b>Conditions</b>	:	The Terms and Conditions of the Notes or the Terms and Conditions of the Perpetual Securities, as the case may be
<b>COVID-19</b>	:	Coronavirus disease 2019, the infectious disease caused by the novel coronavirus SARS-CoV-2
<b>Dealers</b>	:	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, CIMB Bank Berhad, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Mizuho Securities Asia Limited, United Overseas Bank Limited and any other dealer appointed under the Programme from time to time by the relevant Issuer and the Guarantor

<b>Direct Rights</b>	:	Direct rights which holders of Notes and Perpetual Securities may acquire against the relevant Issuer under the provisions of the relevant CDP Deed of Covenant in relation to Notes and Perpetual Securities cleared through CDP
<b>Distributable Income</b>	:	MPACT's distributable income in relation to a financial year
<b>DPU</b>	:	Distribution per Unit
<b>DSR</b>	:	Debt-servicing ratio
<b>EEA</b>	:	European Economic Area
<b>EU</b>	:	European Union
<b>EURIBOR</b>	:	The Euro-zone interbank offered rate:
<b>euro or €</b>	:	The lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time
<b>Euroclear</b>	:	Euroclear Bank SA/NV
<b>Exchange Event</b>	:	The relevant Exchange Event under which Notes and Perpetual Securities in global form (whether in bearer or registered form) will be exchangeable, in whole but not in part, for Notes and Perpetual Securities (as the case may be) in definitive form, as set out in " <i>Form of the Notes</i> " and " <i>Form of the Perpetual Securities</i> "
<b>FIE</b>	:	Foreign invested enterprise
<b>Fixed Rent</b>	:	Base Rent, service charges, chilled water charges and promotional levy, where applicable
<b>Future Greater China Commercial Private Fund</b>	:	Future private fund or follow-on private fund to be set up or managed by any of the Mapletree Group with an investment mandate for commercial properties in Greater China
<b>FY</b>	:	Financial year ended or, as the case may be, ending 31 March
<b>GDP</b>	:	Gross domestic product
<b>GFA</b>	:	Gross floor area, which for the purpose of this Offering Circular excludes underground car park area
<b>Greater China</b>	:	For the purposes of this Offering Circular means Hong Kong and the PRC

<b>GRI</b>	:	Gross rental income
<b>Gross Rental Income</b>	:	Comprises Fixed Rent and Turnover Rent, recognised on a cash basis. Gross Rental Income used for calculation of the operational metrics in the Offering Circular differs from the Gross Rental Income provided in the Unaudited Pro Forma Financial Information sections which take into account the amortisation of rent-free lease incentives as required under the relevant accounting standards
<b>Gross Revenue</b>	:	Consists of Gross Rental Income (after adjusting for rent-free incentives amortised over the lease periods) and other income earned from the Properties, including ice rink income, car park revenue, advertising and other income attributable to the operation of the Properties, and net of business tax for Gateway Plaza <sup>1</sup>  There is no equivalent business tax in Hong Kong
<b>GST</b>	:	Goods and services tax
<b>Guarantee</b>	:	In respect of Notes and Perpetual Securities issued by MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo and any New Issuer, the unconditional and irrevocable guarantee given by the Guarantor in accordance with the Conditions of the Notes and the Conditions of the Perpetual Securities respectively
<b>Guarantor</b>	:	DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)
<b>H1N1-2009</b>	:	Influenza A
<b>H5N1</b>	:	Avian influenza
<b>HIBOR</b>	:	The Hong Kong interbank offered rate
<b>HK\$ or Hong Kong dollars and cents</b>	:	Hong Kong dollars and cents, the lawful currency of Hong Kong
<b>HKMA</b>	:	Hong Kong Monetary Authority
<b>HKSAR or Hong Kong or Hong Kong SAR</b>	:	The Hong Kong Special Administrative Region of the People's Republic of China
<b>HF8</b>	:	HarbourFront Eight Pte Ltd
<b>HFPL</b>	:	HarbourFront Pte Ltd
<b>HPB</b>	:	Hewlett-Packard Japan Headquarters Building

<sup>1</sup> There is no equivalent business tax in Hong Kong.

<b>HPPL</b>	:	HarbourFront Place Pte. Ltd.
<b>IMF</b>	:	International Monetary Fund
<b>IBECs</b>	:	Institute for Built Environment and Carbon Neutral for SDGs
<b>Investment Trust</b>	:	IGIS Professional Investment Private Real Estate Investment Trust No. 6
<b>Issuers</b>	:	DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust), MPACT Treasury Company Pte. Ltd., Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd., Mapletree North Asia Commercial Treasury Company (HKSAR) Limited and any New Issuer, each an Issuer
<b>IRAS</b>	:	Inland Revenue Authority of Singapore
<b>ITA</b>	:	Income Tax Act 1947 of Singapore
<b>Japan Properties</b>	:	IXINAL Monzen-nakacho Building, Higashi-nihonbashi 1-chome Building, TS Ikebukuro Building, Omori Prime Building, Hewlett-Packard Japan Headquarters Building, ABAS Shin-Yokohama Building, SII Makuhari Building, Fujitsu Makuhari Building, and mBay POINT Makuhari
<b>Korea Property</b>	:	The Pinnacle Gangnam
<b>Land Administration Law</b>	:	The Land Administration Law of PRC (中华人民共和国土地管理法)
<b>Land Acquisition Act</b>	:	Land Acquisition Act 1966 of Singapore
<b>LEED</b>	:	Leadership in Energy and Environmental Design
<b>LIBOR</b>	:	The London interbank offered rate
<b>Listing Manual</b>	:	The Listing Manual of the SGX-ST
<b>LTV</b>	:	Loan-to-value ratio
<b>Mapletree or Mapletree Group</b>	:	MIPL and its subsidiaries
<b>MAS</b>	:	The Monetary Authority of Singapore
<b>MBC</b>	:	Mapletree Business City
<b>MCT</b>	:	Mapletree Commercial Trust
<b>MCT Group</b>	:	MCT and its subsidiaries

<b>Member State</b>	:	A member state of the European Economic Area
<b>Merger</b>	:	The merger of MCT and MNACT to form MPACT effected through the acquisition by MCT of all the issued and paid-up units of MNACT by way of a trust scheme of arrangement that became effective on 21 July 2022
<b>MERS-CoV</b>	:	Middle East respiratory syndrome coronavirus
<b>MKM</b>	:	Mapletree Korea Management Co., Ltd.
<b>MKM Property Management Agreement</b>	:	The property management agreement dated 31 March 2022 entered into between Kookmin Bank, as trustee of the Investment Trust, IGIS Asset Management Ltd., as asset manager of the Investment Trust, and MKM, as supplier
<b>MMSJ</b>	:	Mapletree Management Services Japan Kabushiki Kaisha
<b>MMSJ Property Management Agreements</b>	:	The various property management agreements entered into between MMSJ and the trust banks of the Japan Properties
<b>MNACT</b>	:	Mapletree North Asia Commercial Trust
<b>MNACT Group</b>	:	MNACT and its subsidiaries
<b>MNAPML</b>	:	Mapletree North Asia Property Management Limited
<b>MNAPML Property Management Agreement</b>	:	The master property management agreement dated 14 February 2013 entered into between the MPACT Manager, the MPACT Trustee and MNAPMLs
<b>MOC</b>	:	Ministry of Commerce of the PRC
<b>MPACT TCo</b>	:	MPACT Treasury Company Pte. Ltd.
<b>MPACT HK-TCo</b>	:	Mapletree North Asia Commercial Treasury Company (HKSAR) Limited
<b>MPACT Spore-TCo</b>	:	Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd.
<b>MIPL or Sponsor</b>	:	Mapletree Investments Pte. Ltd.
<b>MOC</b>	:	Ministry of Commerce of the PRC
<b>MPACT</b>	:	Mapletree Pan Asia Commercial Trust, a real estate investment trust established in Singapore and constituted by the MPACT Trust Deed

<b>MPACT Deposited Property</b>	:	All the assets of MPACT, including the properties and all the authorised investments of MPACT held or deemed to be held in accordance with the MPACT Trust Deed
<b>MPACT Extraordinary Resolution</b>	:	A resolution proposed and passed as such by a majority consisting of 75.0 per cent. or more of the total number of votes cast for and against such resolution at a meeting of Unitholders duly convened and held in accordance with the provisions of the MPACT Trust Deed
<b>MPACT Group</b>	:	MPACT and its subsidiaries
<b>MPACT Manager or MPACTM</b>	:	MPACT Management Ltd.
<b>MPACT Ordinary Resolution</b>	:	A resolution proposed and passed as such by a majority being greater than 50.0 per cent. of the total number of votes cast for and against such resolution at a meeting of Unitholders duly convened and held in accordance with the provisions of the MPACT Trust Deed
<b>MPACT Property Managers</b>	:	MPACT Property Management Pte. Ltd. (in relation to the Singapore Properties), Mapletree North Asia Property Management Limited (in relation to the China and Hong Kong Properties), Mapletree Korea Management Co., Ltd. (in relation to the Korea Property) and Mapletree Management Services Japan Kabushiki Kaisha (in relation to the Japan Properties)
<b>MPACT Trust Deed</b>	:	The trust deed dated 25 August 2005 entered into between the MPACT Manager and the MPACT Trustee constituting MPACT, as amended, varied and/or supplemented from time to time
<b>MPACT Trustee</b>	:	DBS Trustee Limited, in its capacity as trustee of MPACT
<b>MPMPL</b>	:	MPACT Property Management Pte. Ltd.
<b>MPMPL Property Management Agreement</b>	:	The property management agreement dated 4 April 2011 entered into between the MPACT Manager, the MPACT Trustee and MPMPL, as extended by a side letter dated 24 March 2016
<b>MRT</b>	:	Singapore Mass Rapid Transit system
<b>MTR</b>	:	Mass Transit Railway of Hong Kong
<b>NAV</b>	:	Net asset value
<b>NDRC</b>	:	National Development and Reform Commission of the PRC

<b>Net Property Income or NPI</b>	:	Gross Revenue less property expenses
<b>NLA</b>	:	Net lettable area
<b>No. 50 Notice</b>	:	The Notice on Further Strengthening and Regulating the Approval and Administration regarding Foreign Direct Investment in the Real Estate Industry (关于进一步加强、规范外商直接投资房地产业审批和监管的通知)
<b>North East Line</b>	:	The MRT route from HarbourFront MRT Station to Punggol MRT Station
<b>Noteholders</b>	:	Holders of Notes
<b>Paying Agent</b>	:	Any paying agent in respect of the Notes and Perpetual Securities
<b>PBOC</b>	:	People's Bank of China
<b>Performance Fee</b>	:	25.0 per cent. of the difference in DPU in a financial year with the DPU in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the weighted average number of Units in issue for such financial year
<b>Portfolio</b>	:	The portfolio of Properties held by MPACT as at the date of this Offering Circular
<b>PRC</b>	:	The People's Republic of China, and for the purposes of this Offering Circular, refers to mainland China
<b>Pricing Supplement</b>	:	In relation to a Series or Tranche, a pricing supplement specifying the relevant issue details in relation to such Series or Tranche
<b>Principal Paying Agent, Registrar or Transfer Agent</b>	:	The Hongkong and Shanghai Banking Corporation Limited
<b>Programme</b>	:	The S\$5,000,000,000 Euro Medium Term Securities Programme of the Issuers
<b>Programme Agreement</b>	:	The programme agreement relating to the Programme dated 27 September 2022 between the Issuers, the Guarantor and the Dealers, and as further amended, modified or supplemented from time to time
<b>Properties</b>	:	The properties which are held by MPACT, and Property means any one of them

<b>Property Funds Appendix</b>	:	The guidelines for real estate investment trusts issued by the MAS as Appendix 6 to the CIS Code, as amended, varied or supplemented from time to time
<b>Property Management Rules</b>	:	The Property Management Rules (物业管理条例) promulgated by the State Council on 8 June 2003 and revised on 26 August 2007, 6 February 2016 and 19 March 2018
<b>Provisions of Real Estate Transfer</b>	:	The Provisions of Administration of Transfer of Urban Real Property (城市房地产转让管理规定) promulgated in August 1995 and revised on 15 August 2001 by the Ministry of Construction of the PRC
<b>Registrar</b>	:	HSBC Institutional Trust Services (Singapore) Limited
<b>Regulation S</b>	:	Regulation S under the Securities Act
<b>REIT</b>	:	Real estate investment trust
<b>Relevant Asset</b>	:	In relation to the ROFR, means an income-producing real estate located in Singapore, income-producing real estate located in China, income-producing real estate located in Hong Kong, or the Pinnacle Gangnam, which is used primarily for commercial purposes. Where such real estate is held by a Relevant Entity through a special purpose 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
<b>Relevant Entity</b>	:	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
<b>ROFR</b>	:	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
<b>ROFR Properties</b>	:	The properties which are subject to the ROFR
<b>RMB or Renminbi</b>	:	Renminbi, the lawful currency of the PRC
<b>RMB Notes</b>	:	Notes denominated in RMB

<b>RMB Perpetual Securities</b>	:	Perpetual Securities denominated in RMB
<b>S\$ or Singapore dollars and cents</b>	:	Singapore dollars and cents, the lawful currency of the Republic of Singapore
<b>SAFE</b>	:	The State Administration of Foreign Exchange
<b>SARS</b>	:	Severe Acute Respiratory Syndrome
<b>Securities</b>	:	The Notes and the Perpetual Securities collectively
<b>Securities Act</b>	:	U.S. Securities Act of 1933, as amended
<b>Securityholders</b>	:	Holders of Perpetual Securities
<b>Senior Perpetual Securities</b>	:	Perpetual Securities which are specified as Senior in the applicable Pricing Supplement
<b>SFA</b>	:	Securities and Futures Act 2001 of Singapore as amended or modified from time to time
<b>SFRS(I)</b>	:	Singapore Financial Reporting Standards (International)
<b>SGX-ST</b>	:	Singapore Exchange Securities Trading Limited
<b>Shares</b>	:	Ordinary shares in the capital of MPACT TCo, MPACT Spore-TCO, MPACT HK-TCO or any New Issuer, as the case may be
<b>SIBOR</b>	:	The Singapore Dollar interbank offered rate
<b>Singapore Properties</b>	:	VivoCity, Mapletree Business City (comprising MBC I and MBC II), mTower, Mapletree Anson, and Bank of America HarbourFront.
<b>SOFR</b>	:	Secured Overnight Financing Rate
<b>SOR</b>	:	The Singapore Dollar swap offer rate
<b>SORA</b>	:	The Singapore Overnight Rate Average
<b>SPL</b>	:	Sienna Pte. Ltd.
<b>sq ft</b>	:	Square feet
<b>sq m</b>	:	Square metres
<b>£ or Sterling</b>	:	The lawful currency of the United Kingdom
<b>Subordinated Perpetual Securities</b>	:	Perpetual Securities which are specified as Subordinated in the applicable Pricing Supplement

<b>Subsidiary</b>	:	Any company which is for the time being, a subsidiary (within the meaning of Section 5 of the Companies Act), and in relation to MPACT, means any company, corporation, trust, fund or other entity (whether or not a body corporate): <ul style="list-style-type: none"> <li>(i) which is controlled, directly or indirectly, by MPACT (through its trustee); or</li> <li>(ii) more than half the interests of which is beneficially owned, directly or indirectly, by MPACT (through its trustee); or</li> <li>(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,</li> </ul> <p>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 MPACT if MPACT (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</p>
<b>TARGET2 System</b>	:	The Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System
<b>The Glacier</b>	:	The ice rink business located at Festival Walk
<b>TONA</b>	:	Tokyo Overnight Average Rate
<b>TPG</b>	:	The Pinnacle Gangnam
<b>Trade and Cooperation Agreement</b>	:	EU-UK Trade and Cooperation Agreement
<b>Transaction Review Committee</b>	:	The transaction review committee which will be used to (a) resolve any potential conflict of interest between MPACT and Future Greater China Commercial Private Fund concerning the process to be undertaken to acquire investment properties in Greater China; and (b) grant approval for the acquisition of any seed asset for a Future Greater China Commercial Private Fund
<b>Trust Deed</b>	:	(a) In the case of Notes and Perpetual Securities specified to be governed by English law in the applicable Pricing Supplement, the English law Trust Deed dated 27 September 2022 (the <b>English law Trust Deed</b> ) made between the Issuers, the Guarantor and the Trustee, and as further amended, restated or supplemented from time to time; or

		(b) In the case of Notes and Perpetual Securities specified to be governed by Singapore law in the applicable Pricing Supplement, the Singapore law trust deed dated 27 September 2022 made between the Issuers, the Guarantor and the Trustee which incorporates the provisions of the English law Trust Deed (subject to certain modifications and amendments required under Singapore law)
<b>Trustee</b>	:	HSBC Institutional Trust Services (Singapore) Limited
<b>Turnover Rent</b>	:	Rent calculated by reference to a pre-determined percentage of a tenant's sales turnover
<b>UK</b>	:	The United Kingdom
<b>Unit(s)</b>	:	An undivided interest in MPACT as provided for in the MPACT Trust Deed
<b>Unitholder(s)</b>	:	The registered holder 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
<b>United States or U.S.</b>	:	United States of America
<b>Urban Land Regulations</b>	:	Provisional Regulations of the PRC Concerning the Grant and Assignment of the Right to Use State-owned Land in Urban Areas (中华人民共和国城镇国有土地使用权出让和转让暂行条例)
<b>Urban Real Estate Law</b>	:	The Law of Administration of Urban Real Estate of PRC (中华人民共和国城市房地产管理法)
<b>US\$ or U.S. dollars</b>	:	The lawful currency of the United States of America
<b>WALE</b>	:	Weighted average lease expiry
<b>Winding-Up</b>	:	With respect to MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, any New Issuer or MPACT, a final and effective order or resolution for the bankruptcy, winding-up, liquidation, receivership, termination or similar proceedings in respect of MPACT TCo, MPACT Spore-TCo, MPACT HK-TCo, such New Issuer or MPACT, 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.
<b>Zhangjiang</b>	:	Zhangjiang Science City
<b>%</b>	:	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 Offering Circular shall be a reference to Singapore time unless otherwise stated. Any reference in this Offering Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or the SFA or any statutory modification thereof and used in this Offering Circular shall, where applicable, have the meaning ascribed to it under the Companies Act or, as the case may be, the SFA.

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**Note:** Page references included in the audited consolidated financial statements of (i) MCT and its subsidiaries and (ii) MNACT and its subsidiaries for each of the financial years ended 31 March 2021 and 31 March 2022 set forth in this Appendix refer to pages in such audited consolidated financial statements as they appear in the annual report of the MCT Group and the MNACT Group, as the case may be, for the financial years ended 31 March 2021 and 31 March 2022, as the case may be. These annual reports are not incorporated by reference herein and do not form part of this Offering Circular. The audited financial statements have not been specifically prepared for inclusion in this Offering Circular.

## FINANCIAL STATEMENTS

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## REPORT OF THE TRUSTEE

For the financial year ended 31 March 2022

DBS Trustee Limited (the "Trustee") is under a duty to take into custody and hold the assets of Mapletree Commercial Trust ("MCT") and its subsidiaries (the "Group") in trust for the holders of units in MCT ("Unitholders"). In accordance with the Securities and Futures Act 2001, its subsidiary legislation and the Code on Collective Investment Schemes, the Trustee shall monitor the activities of 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 financial year covered by these financial statements, set out on pages 152 to 211, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

For and on behalf of the Trustee  
DBS Trustee Limited

Jane Lim Puay Yuen  
Director

Singapore, 21 April 2022

## STATEMENT BY THE MANAGER

For the financial year ended 31 March 2022

In the opinion of the directors of Mapletree Commercial Trust Management Ltd., the accompanying financial statements of Mapletree Commercial Trust ("MCT") and its subsidiaries (the "Group") as set out on pages 152 to 211, comprising the Statements of Financial Position and Portfolio Statement of MCT and the Group as at 31 March 2022, the Statements of Profit or Loss, Statements of Comprehensive Income, 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 financial 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 2022 and the financial performance, 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 Singapore Financial Reporting Standards (International) and relevant requirements of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore. 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 Sharon  
Director

Singapore, 21 April 2022

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE COMMERCIAL TRUST

(Constituted under a Trust Deed in the Republic of Singapore)

## Report on the Audit of the Financial Statements

### OUR OPINION

In our opinion, the accompanying consolidated financial statements of Mapletree Commercial Trust ("MCT") and its subsidiaries (the "Group") and the Statement of Profit or Loss, Statement of Comprehensive Income, 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 Singapore Financial Reporting Standards (International) ("SFRS(I)s") and applicable requirements of the Code on Collective Investment Schemes relating to financial reporting (the "CIS Code"), 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 2022 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 profit or loss of the Group and MCT for the financial year ended 31 March 2022;
- the statements of comprehensive income of the Group and MCT for the financial year ended 31 March 2022;
- the statements of financial position of the Group and MCT as at 31 March 2022;
- the distribution statements of the Group and MCT for the financial year ended 31 March 2022;
- the consolidated statement of cash flows of the Group for the financial year ended 31 March 2022;
- the statements of movements in unitholders' funds for the Group and MCT for the financial year ended 31 March 2022;
- the portfolio statement for the Group and MCT for the financial year ended 31 March 2022; 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.

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE COMMERCIAL TRUST

(Constituted under a Trust Deed in the Republic of Singapore)

## 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.

## 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 2022. 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
<p><u>Valuation of investment properties</u> Refer to Note 13 – Investment properties</p> <p>As at 31 March 2022, the carrying value of the Group's investment properties of \$8.82 billion accounted for 98.2% of the Group's total assets.</p> <p>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.</p> <p>The independent valuation reports have highlighted that with the heightened uncertainty of the Coronavirus Disease 2019 ("COVID-19") outbreak, a higher degree of caution should be exercised when relying upon the valuation. The valuations are based on the information available as at the date of valuation. Values and incomes may change more rapidly and significantly than during normal market conditions.</p> <p>The key inputs are disclosed in Note 13 to the accompanying financial statements.</p>	<p>Our audit procedures included the following:</p> <ul style="list-style-type: none"> <li>assessed the competence, capabilities and objectivity of the external valuers engaged by the Group;</li> <li>obtained an understanding of the techniques and inputs used by the external valuers in determining the valuations of individual investment properties;</li> <li>tested the integrity of information, including underlying lease and financial information provided to the external valuers;</li> <li>assessed the reasonableness of the capitalisation rates, discount rates and adjusted price per square feet by benchmarking these inputs against those of comparable properties and prior year inputs. Where the inputs and estimates were beyond the expected range, we performed procedures to understand the reasons and therefore the validity of these inputs and estimates; and</li> <li>challenged the projected cash flows used against the current and historical lease rates.</li> </ul> <p>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.</p> <p>The valuers are members of recognised bodies for professional valuers. The valuation techniques used were in line with generally accepted market practices and the key assumptions used were within the range used by valuers of similar investment properties.</p>

# 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 Annual Report 2021/22 ("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 SFRS(I)s, applicable requirements of the CIS Code 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.

# 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

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.
- 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.

# 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)

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 Rebekah Khan.

PricewaterhouseCoopers LLP  
Public Accountants and Chartered Accountants

Singapore, 21 April 2022

# STATEMENTS OF PROFIT OR LOSS

For the financial year ended 31 March 2022

	Note	Group		MCT	
		2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Gross revenue	3	499,475	478,997	468,486	450,090
Property operating expenses	4	(110,794)	(101,987)	(93,475)	(86,259)
<b>Net property income</b>		<b>388,681</b>	<b>377,010</b>	<b>375,011</b>	<b>363,831</b>
Finance income		284	754	4,768	3,898
Finance expenses	5	(72,575)	(76,848)	(64,096)	(67,698)
Manager's management fees					
– Base fees		(22,218)	(22,458)	(18,304)	(18,546)
– Performance fees		(15,547)	(15,080)	(12,690)	(12,257)
Trustee's fees		(1,039)	(1,049)	(1,039)	(1,049)
Other trust expenses	6	(1,388)	(1,153)	(1,319)	(1,093)
Foreign exchange gain		8,926	8,639	8,926	8,639
Net change in fair value of financial derivative		(8,390)	(8,786)	(8,390)	(8,786)
<b>Profit before tax and fair value change in investment properties</b>		<b>276,734</b>	<b>261,029</b>	<b>282,867</b>	<b>266,939</b>
Net change in fair value of investment properties	7	70,290	(192,420)	49,670	(173,459)
<b>Profit for the financial year before tax</b>		<b>347,024</b>	<b>68,609</b>	<b>332,537</b>	<b>93,480</b>
Income tax expense	8(a)	(5)	(3)	–	–
<b>Profit for the financial year after tax before distribution</b>		<b>347,019</b>	<b>68,606</b>	<b>332,537</b>	<b>93,480</b>
<b>Earnings per unit (cents)</b>					
– Basic	9	10.45	2.07		
– Diluted	9	10.45	2.07		

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF COMPREHENSIVE INCOME

For the financial year ended 31 March 2022

	Note	Group		MCT	
		2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>Profit for the financial year after tax before distribution</b>		<b>347,019</b>	68,606	<b>332,537</b>	93,480
<b>Other comprehensive income — items that may be reclassified subsequently to profit or loss</b>					
Cash flow hedges					
– Fair value gain/(loss)	22	29,459	(8,949)	15,839	(4,976)
– Reclassification to profit or loss	22	15,032	14,376	10,539	11,218
<b>Total comprehensive income for the financial year</b>		<b>391,510</b>	74,033	<b>358,915</b>	99,722

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF FINANCIAL POSITION

As at 31 March 2022

	Note	Group		MCT	
		31 March	2021	31 March	2021
		2022	2021	2022	2021
		\$'000	\$'000	\$'000	\$'000
<b>ASSETS</b>					
<b>Current assets</b>					
Cash and cash equivalents	10	124,170	192,543	113,051	176,652
Trade and other receivables	11	2,725	7,631	3,157	7,813
Tax recoverable	8(c)	5,849	5,849	–	–
Other assets	12	649	528	475	346
		<b>133,393</b>	<b>206,551</b>	<b>116,683</b>	<b>184,811</b>
<b>Non-current assets</b>					
Investment properties	13	8,821,000	8,737,000	7,270,000	7,202,000
Plant and equipment	14	162	266	116	223
Investments in subsidiaries	15	–	–	910,964	910,964
Derivative financial instruments	16	27,741	6,767	27,741	14,317
Other assets	12	2,227	–	2,227	–
		<b>8,851,130</b>	<b>8,744,033</b>	<b>8,211,048</b>	<b>8,127,504</b>
<b>Total assets</b>		<b>8,984,523</b>	<b>8,950,584</b>	<b>8,327,731</b>	<b>8,312,315</b>
<b>LIABILITIES</b>					
<b>Current liabilities</b>					
Derivative financial instruments	16	4,570	2,390	4,570	2,390
Trade and other payables	17	102,919	114,047	87,046	97,192
Borrowings	18	460,547	70,000	263,894	–
Loans from a subsidiary	18	–	–	196,653	70,000
		<b>568,036</b>	<b>186,437</b>	<b>552,163</b>	<b>169,582</b>
<b>Non-current liabilities</b>					
Derivative financial instruments	16	266	17,573	12,887	19,631
Other payables	17	53,923	53,007	49,915	45,809
Borrowings	18	2,543,787	2,959,625	1,179,815	1,391,074
Loans from a subsidiary	18	–	–	728,522	933,764
Deferred tax liabilities	19	24,974	24,974	–	–
		<b>2,622,950</b>	<b>3,055,179</b>	<b>1,971,139</b>	<b>2,390,278</b>
<b>Total liabilities</b>		<b>3,190,986</b>	<b>3,241,616</b>	<b>2,523,302</b>	<b>2,559,860</b>
<b>NET ASSETS ATTRIBUTABLE TO UNITHOLDERS</b>		<b>5,793,537</b>	<b>5,708,968</b>	<b>5,804,429</b>	<b>5,752,455</b>
Represented by:					
Unitholders' funds		<b>5,793,537</b>	<b>5,708,968</b>	<b>5,804,429</b>	<b>5,752,455</b>
<b>UNITS IN ISSUE ('000)</b>	21	<b>3,323,514</b>	<b>3,316,204</b>	<b>3,323,514</b>	<b>3,316,204</b>
<b>NET ASSET VALUE PER UNIT (\$)</b>		<b>1.74</b>	<b>1.72</b>	<b>1.75</b>	<b>1.73</b>

The accompanying notes form an integral part of these financial statements.

## DISTRIBUTION STATEMENTS

For the financial year ended 31 March 2022

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>Amount available for distribution to Unitholders at beginning of financial year</b>	<b>212,540</b>	66,109	<b>198,975</b>	53,489
<b>Profit for the financial year after tax before distribution</b>	<b>347,019</b>	68,606	<b>332,537</b>	93,480
<b>Adjustment for net effect of non-tax chargeable items and other adjustments (Note A)</b>	<b>(45,790)</b>	218,114	<b>(30,314)</b>	192,295
<b>Income available for distribution</b>	<b>301,229</b>	286,720	<b>302,223</b>	285,775
<b>Capital Distribution</b>	<b>15,753</b>	28,000	<b>15,753</b>	28,000
<b>Amount available for distribution for the year</b>	<b>316,982</b>	314,720	<b>317,976</b>	313,775
<b>Distribution to Unitholders:</b>				
Distribution of 5.32 cents per unit for the period from 1 October 2020 to 31 March 2021	<b>(176,422)</b>	–	<b>(176,422)</b>	–
Distribution of 4.39 cents per unit for the period from 1 April 2021 to 30 September 2021	<b>(145,804)</b>	–	<b>(145,804)</b>	–
Distribution of 0.91 cent per unit for the period from 1 January 2020 to 31 March 2020	–	(30,098)	–	(30,098)
Distribution of 4.17 cents per unit for the period from 1 April 2020 to 30 September 2020	–	(138,191)	–	(138,191)
<b>Total Unitholders' distribution (including capital distribution) (Note B)</b>	<b>(322,226)</b>	(168,289)	<b>(322,226)</b>	(168,289)
<b>Amount available for distribution to Unitholders at end of financial year</b>	<b>207,296</b>	212,540	<b>194,725</b>	198,975

The accompanying notes form an integral part of these financial statements.

## DISTRIBUTION STATEMENTS

For the financial year ended 31 March 2022

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>Note A:</b>				
Adjustment for net effect of non-tax chargeable items and other adjustments comprise:				
Major non-tax deductible/(chargeable) items:				
– Management fees paid/payable in units	15,497	15,402	15,497	15,402
– Trustee's fees	1,039	1,049	1,039	1,049
– Financing fees	3,436	3,285	2,620	2,471
– Net change in fair value of financial derivative	8,390	8,786	8,390	8,786
– Net change in fair value of investment properties	(70,290)	192,420	(49,670)	173,459
– Unrealised foreign exchange gain	(8,926)	(8,639)	(8,926)	(8,639)
– Amortisation of rental incentives	4,683	6,496	–	–
Other non-tax deductible items and other adjustments	381	(685)	736	(233)
	(45,790)	218,114	(30,314)	192,295
<b>Note B:</b>				
Taxable income distribution	(292,692)	(150,063)	(292,692)	(150,063)
Capital distribution	(18,906)	(18,226)	(18,906)	(18,226)
Tax-exempt income distribution	(10,628)	–	(10,628)	–
	(322,226)	(168,289)	(322,226)	(168,289)

The accompanying notes form an integral part of these financial statements.

# CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2022

	Note	2022 \$'000	2021 \$'000
<b>Cash flows from operating activities</b>			
Profit for the financial year after tax before distribution		347,019	68,606
Adjustments for:			
– Income tax expense	8(a)	5	3
– Depreciation	14	148	148
– Impairment of trade receivables	24(c)	256	163
– Unrealised foreign exchange gain		(8,926)	(8,639)
– Net change in fair value of investment properties	7	(70,290)	192,420
– Net change in fair value of financial derivative		8,390	8,786
– Finance income		(284)	(754)
– Finance expenses	5	72,575	76,848
– Manager's management fees paid/payable in units		15,497	15,402
		364,390	352,983
Change in working capital:			
– Trade and other receivables		4,595	(4,759)
– Other assets		(121)	(2)
– Trade and other payables		(5,234)	11,215
<b>Cash generated from operations</b>		363,630	359,437
– Income tax paid	8(c)	(5)	(4,002)
<b>Net cash provided by operating activities</b>		363,625	355,435
<b>Cash flows from investing activities</b>			
Additions to investment properties		(18,682)	(14,332)
Additions to plant and equipment	14	(44)	(85)
Finance income received		339	680
Prepayments of transaction costs directly attributable to the Proposed Merger – Note A		(453)	–
<b>Net cash used in investing activities</b>		(18,840)	(13,737)
<b>Cash flows from financing activities</b>			
Proceeds from borrowings		137,900	944,100
Repayments of borrowings		(86,800)	(754,400)
Redemption of notes		(70,000)	(160,000)
Payments of financing fees		(147)	(2,045)
Finance expenses paid		(71,885)	(74,378)
Payments of distribution to Unitholders		(322,226)	(168,289)
<b>Net cash used in financing activities</b>		(413,158)	(215,012)
<b>Net (decrease)/increase in cash and cash equivalents</b>		(68,373)	126,686
<b>Cash and cash equivalents</b>			
Beginning of financial year		192,543	65,857
End of financial year	10	124,170	192,543

Note A – As at 31 March 2022, the Group incurred transaction costs directly attributable to the proposed merger of MCT and Mapletree North Asia Commercial Trust ("MNACT") ("Proposed Merger") of \$2,227,000 (Note 12).

The accompanying notes form an integral part of these financial statements.

# CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2022

## Reconciliation of liabilities arising from financing activities

	Borrowings and interest payable	
	2022 \$'000	2021 \$'000
<b>Beginning of financial year</b>	<b>3,042,094</b>	3,020,608
Proceeds from borrowings	<b>137,900</b>	944,100
Repayments of borrowings	<b>(86,800)</b>	(754,400)
Redemption of notes	<b>(70,000)</b>	(160,000)
Finance expenses paid	<b>(71,885)</b>	(74,378)
Payments of financing fees	<b>(147)</b>	(2,045)
Non-cash changes:		
– Finance expenses	<b>72,575</b>	76,848
– Unrealised foreign exchange gain	<b>(8,926)</b>	(8,639)
<b>End of financial year</b>	<b>3,014,811</b>	3,042,094

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

For the financial year ended 31 March 2022

		Group		MCT	
	Note	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
OPERATIONS					
Balance at beginning of financial year		1,767,720	1,867,403	1,805,715	1,880,524
Profit for the financial year		347,019	68,606	332,537	93,480
Distributions to Unitholders		(322,226)	(168,289)	(322,226)	(168,289)
Balance at end of financial year		1,792,513	1,767,720	1,816,026	1,805,715
UNITHOLDERS' CONTRIBUTION					
Balance at beginning of financial year		3,959,140	3,942,864	3,959,140	3,942,864
Movement during the financial year					
– Manager's management fees paid in units		15,285	16,276	15,285	16,276
Balance at end of financial year		3,974,425	3,959,140	3,974,425	3,959,140
HEDGING RESERVE					
Balance at beginning of financial year		(17,892)	(23,319)	(12,400)	(18,642)
Fair value gain/(loss)	22	29,459	(8,949)	15,839	(4,976)
Reclassification to profit or loss	22	15,032	14,376	10,539	11,218
Balance at end of financial year	22	26,599	(17,892)	13,978	(12,400)
Total Unitholders' funds at end of financial year		5,793,537	5,708,968	5,804,429	5,752,455

The accompanying notes form an integral part of these financial statements.

# PORTFOLIO STATEMENT

As at 31 March 2022

Property name	Acquisition date	Tenure of land	Term of lease <sup>1</sup>	Remaining term of lease	Location
<b>Investment properties held under MCT</b>					
VivoCity	N.A <sup>2</sup>	Leasehold	99 years	74 years	1 HarbourFront Walk Singapore
Mapletree Business City I ("MBC I")	25 August 2016 <sup>3</sup>	Leasehold <sup>3</sup>	99 years	74 years	10, 20, 30 Pasir Panjang Road Singapore
mTower (excludes 17 <sup>th</sup> -21 <sup>st</sup> , 33 <sup>rd</sup> and 39 <sup>th</sup> storeys)	27 April 2011 <sup>4</sup>	Leasehold	99 years	74 years	460 Alexandra Road Singapore
Mapletree Anson	4 February 2013 <sup>4</sup>	Leasehold	99 years	84 years	60 Anson Road Singapore
Bank of America Merrill Lynch HarbourFront ("MLHF")	27 April 2011 <sup>4</sup>	Leasehold	99 years	74 years	2 HarbourFront Place Singapore
<b>Sub-Total – MCT</b>					
<b>Investment property held under Mapletree Business City LLP ("MBC LLP")</b>					
Mapletree Business City II ("MBC II")	1 November 2019 <sup>3</sup>	Leasehold <sup>3</sup>	99 years	74 years	Part 20, 40, 50, 60, 70, 80 Pasir Panjang Road Singapore
<b>Sub-Total – MBC LLP</b>					

Gross revenue/Investment properties - Group  
 Other assets and liabilities (net) – Group  
 Net assets attributable to Unitholders – Group

**Notes:**

<sup>1</sup> Refers to the leasehold tenure of the land.

<sup>2</sup> VivoCity was owned and developed by MCT prior to Listing Date.

<sup>3</sup> MBC I was acquired from Mapletree Business City Pte. Ltd. ("MBC PL") on 25 August 2016 and MBC II was acquired from Heliconia Realty Pte Ltd ("HRPL") on 1 November 2019. Mapletree Business City ("MBC") comprises MBC I and MBC II. MBC is on a single leasehold land title, with MBC I on strata lease from 25 August 2016 to 29 September 2096.

<sup>4</sup> mTower, Mapletree Anson and MLHF were acquired from HRPL, 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 2022 conducted by CBRE Pte. Ltd. ("CBRE") for VivoCity and Jones Lang LaSalle Property Consultants Pte Ltd for MBC I and II, mTower, Mapletree Anson and MLHF (2021: the carrying amounts of the investment properties were based on independent valuations as at 31 March 2021 conducted by Savills Valuation and Professional Services (S) Pte. Ltd. for VivoCity and CBRE for MBC I and II, mTower, Mapletree Anson and MLHF). All valuers are assessed to be independent and have appropriate professional qualifications and experience in the location and category of the properties being valued. As at 31 March 2022, the valuations of the investment properties were based on the income capitalisation method and discounted cash flow method (31 March 2021: income capitalisation method, discounted cash flow method and direct comparison method where applicable).

The accompanying notes form an integral part of these financial statements.

# PORTFOLIO STATEMENT

As at 31 March 2022

	Gross revenue for the financial year ended 31/03/2022 \$'000	Gross revenue for the financial year ended 31/03/2021 \$'000	Occupancy rate as at 31/03/2022 %	Occupancy rate as at 31/03/2021 %	At valuation as at 31/03/2022 \$'000	At valuation as at 31/03/2021 \$'000	Percentage of total net assets attributable to Unitholders as at 31/03/2022 %	Percentage of total net assets attributable to Unitholders as at 31/03/2021 %
	183,888	169,323	98.6	97.1	3,182,000	3,148,000	54.9	55.1
	127,154	128,803	89.9	90.2	2,249,000	2,226,000	38.8	39.0
	45,623	40,219	84.7	75.5	747,000	742,000	12.9	13.0
	33,987	34,506	95.0	100.0	752,000	747,000	13.0	13.1
	20,061	19,845	100.0	100.0	340,000	339,000	5.9	5.9
	410,713	392,696			7,270,000	7,202,000	125.5	126.1
	88,762	86,301	99.8	100.0	1,551,000	1,535,000	26.8	26.9
	88,762	86,301			1,551,000	1,535,000	26.8	26.9
	499,475	478,997			8,821,000 (3,027,463)	8,737,000 (3,028,032)	152.3 (52.3)	153.0 (53.0)
					5,793,537	5,708,968	100.0	100.0

The accompanying notes form an integral part of these financial statements.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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. The principal activities of its subsidiaries are set out in Note 15.

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 follow:

### (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 not exceeding 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 from MCT and 100% of its management fees in cash from MBC LLP from the date of acquisition, 1 November 2019.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 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

The Trustee will pay Mapletree Commercial Property Management Pte. Ltd. (the "Property Manager"), for each fiscal year (as defined in the Property Management Agreement), the following fees:

- 2.0% per annum of Gross Revenue for the relevant property;
- 2.0% per annum of the NPI for the relevant property (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 for the relevant property) 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 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 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES

### 2.1 Basis of preparation

The Monetary Authority of Singapore ("MAS") has granted the Group a waiver from compliance with the requirement under Paragraph 4.3 of Appendix 6 to the Code on Collective Investment Schemes (the "CIS Code") to prepare its financial statements in accordance with Singapore Financial Reporting Standards ("SFRS").

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) ("SFRS(I)"), the applicable requirements of the CIS Code issued by MAS and the provisions of the Trust Deed.

These financial statements, which are expressed in Singapore Dollars ("S" or "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 SFRS(I) requires the Manager 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, where estimates and assumptions are significant to the financial statements is disclosed in Note 13 – Investment properties.

Notwithstanding the net current liabilities position, based on the Group's existing financial resources, the Manager is of the opinion that the Group will be able to refinance its borrowings and meet its current obligations as and when they fall due. Specifically, the Group has sufficient credit facilities available to refinance the portion of the borrowings due within the next 12 months.

#### ***Interpretations and amendments to published standards effective in 2021***

The Group has adopted new or amended SFRS(I)s and Interpretations to SFRS(I)s ("INT SFRS(I)") that are mandatory for application from 1 April 2021. Changes to the Group's accounting policies have been made as required, in accordance with the transitional provisions in the respective SFRS(I)s and INT SFRS(I)s.

The adoption of these new or amended SFRS(I)s and INT SFRS(I)s did not result in substantial changes to the Group's accounting policies and had no material effect on the amounts reported for the current or prior financial year.

#### ***Interest Rate Benchmark Reform ("IBOR reform") – Phase 2***

The Group has adopted the amendments to SFRS(I) 9 and SFRS(I) 7 Interest Rate Benchmark Reform – Phase 2 effective 1 April 2021. In accordance with the transition provisions, the amendments shall be applied retrospectively to hedging relationships and financial instruments. Comparative amounts have not been restated, and there was no impact on the current year opening reserves amounts on adoption.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.1 Basis of preparation (continued)

#### *Interpretations and amendments to published standards effective in 2021* (continued)

##### *Interest Rate Benchmark Reform – Phase 2* (continued)

##### Hedge relationships

The Phase 2 amendments address issues arising during IBOR reform, including specifying when hedge designations and documentation should be updated, and when amounts accumulated in cash flow hedge reserve should be recognised in profit or loss.

No changes were required to any of the amounts recognised in the current or prior year as a result of these amendments.

In the current year, the Group and MCT have adopted the following hedge accounting reliefs provided by the 'Phase 2' amendments to existing cash flow hedges (notional amount of \$650,000,000 and \$150,000,000 respectively) that have transitioned to alternative benchmark rates required by IBOR reform:

- Hedge designation: When the 'Phase 1' amendments cease to apply, the Group will amend its hedge designation to reflect changes which are required by IBOR reform. These amendments to the hedge documentation do not require the Group to discontinue its hedge relationships.
- Amounts accumulated in the cash flow hedge reserve: When the interest rate benchmark on which the hedged future cash flows were based is changed as required by IBOR reform, the accumulated amount outstanding in the cash flow hedge reserve is deemed to be based on the alternative benchmark rate.

##### Financial instruments measured at amortised cost

Phase 2 of the amendments requires that, for financial instruments measured using amortised cost, changes to the basis for determining the contractual cash flows required by IBOR reform are reflected by adjusting their effective interest rate. No immediate gain or loss is recognised.

These expedients are only applicable to changes that are required by IBOR reform, which is the case if, and only if, the change is necessary as a direct consequence of IBOR reform and the new basis for determining the contractual cash flows is economically equivalent to the previous basis immediately preceding the change.

For the financial year ended 31 March 2022, the Group and MCT have applied the practical expedients provided under Phase 2 of the amendments to total gross borrowing of \$1,563,000,000 and \$925,000,000 respectively.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.1 Basis of preparation (continued)

#### *Interpretations and amendments to published standards effective in 2021* (continued)

##### *Interest Rate Benchmark Reform – Phase 2* (continued)

##### Effect of IBOR reform

The Group's risk exposure that is directly affected by the IBOR reform predominantly comprises its variable rate bank borrowings that are linked to the Singapore Swap Offer Rate ("SOR") and the Japanese Yen ("JPY") LIBOR medium term note.

On 5 March 2021, the Financial Conduct Authority formally announced the dates for the cessation of all LIBOR benchmark settings published by the ICE Benchmark Administration. Accordingly, JPY LIBOR loses its representativeness after 31 December 2021 and it is replaced by the JPY Tokyo Overnight Average rate ("TONA"). SOR will cease publication after 30 June 2023, and it is replaced by the Singapore Overnight Rate Average ("SORA"). The Group has variable rate SGD bank borrowings which references to SOR and matures after 30 June 2023. The Group hedges the variability in cash flows using SOR-linked interest rate swaps, which have been designated as cash flow hedges.

Except for a SOR-referenced floating-rate gross borrowing of \$80,000,000, with carrying amount of \$79,764,000, the Group and MCT have completed its transition from SOR to SORA and JPY LIBOR to JPY TONA for borrowings and related interest rate swaps and cross currency interest rate swap contracts maturing after the IBOR cessation date. The Group is finalising the documentation of this remaining SOR-referenced floating-rate borrowing. The remaining borrowings and derivative financial instruments of the Group and MCT have transitioned to the new benchmark rates or will mature before the SOR cessation date.

The Group continues to apply the Phase 1 temporary amendments for hedge accounting on cash flow hedges relating to the related SOR risk. The expected transition from SOR to SORA had no effect on the amounts reported for the current and prior financial year.

### 2.2 Revenue recognition

#### (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 include gross turnover rental, are recognised as income in profit or loss when earned and the amount can be measured reliably.

Any changes in the scope or the consideration for a lease that was not part of the original terms and conditions of the lease (for example, rent concessions given which were not contemplated as part of the original terms and conditions of the lease) are accounted for as lease modifications.

The Group accounts for a modification to an operating lease as a new lease from the effective date of the modification, recognising the remaining lease payments as income on either a straight-line basis or another systematic basis over the remaining lease term.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.2 Revenue recognition (continued)

#### (b) Car parking income

Car parking income from the operation of car parks is recognised over time upon utilisation of car parking facilities by tenants and visitors.

#### (c) Finance income

Finance income is recognised on a time proportion basis using the effective interest method.

#### (d) Dividend income

Dividend income is recognised when the right to receive the payment is established, if it is probable that the economic benefits associated with the dividend will flow to the Group, and the amount of the dividend can be reliably measured.

### 2.3 Government grants

Government grants are recognised as a receivable at their fair value when there is reasonable assurance that the grant will be received and the Group will comply with all the attached conditions.

Government grants receivable are recognised as income over the periods necessary to match them with the related costs which they are intended to compensate, on a systematic basis.

### 2.4 Expenses

#### (a) Trustee's fees

Trustee's fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(a).

#### (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) 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).

### 2.5 Borrowing costs

Borrowing costs are recognised in profit or loss 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 current and prior financial year.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.6 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 balance sheet 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 subsidiaries, except where the Group is able to control the timing of the reversal of the temporary differences 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 balance sheet date; and
- (ii) based on the tax consequence that will follow from the manner in which the Group expects, at the balance sheet date, to recover or settle the carrying amounts of its assets and liabilities.

Current and deferred income taxes are recognised as income or expenses in profit or loss, 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. Significant accounting policies (continued)

### 2.6 Income taxes (continued)

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 Singapore branch of a company incorporated outside Singapore;
- A body of persons (excluding companies or 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);
- An international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act 1948; or
- A real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment.

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.

### 2.7 Group accounting

#### (a) Subsidiaries

##### (i) Consolidation

Subsidiaries are entities (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. Subsidiaries are 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 subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.7 Group accounting (continued)

#### (a) Subsidiaries (continued)

##### (ii) Acquisitions

The acquisition method of accounting is used to account for business combinations entered into by the Group.

The consideration transferred for the business acquisition of a subsidiary or business 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.

For acquisitions of subsidiaries which do not qualify as business combinations, the transactions are accounted for in accordance with the respective accounting policies for the assets acquired and the liabilities assumed.

##### (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 profit or loss or transferred directly to Unitholders' funds if required by SFRS(I).

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 profit or loss.

Please refer to Note 2.12 "Investments in subsidiaries" for the accounting policy on investments in subsidiaries 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.8 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.

### 2.9 Non-derivative financial assets

#### (a) *Classification and measurement*

The Group classifies its non-derivative financial assets at amortised cost. The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset. The Group reclassifies debt instruments when and only when its business model for managing those assets change.

#### *Financial assets at amortised cost*

##### (i) *At initial recognition*

At initial recognition, the Group measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset.

##### (ii) *At subsequent measurement*

Debt instruments include "cash and cash equivalents", "trade and other receivables" and deposits presented in "other current assets" in the Statements of Financial Position. Debt instruments that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. A gain or loss on a debt instrument that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets is included in interest income using the effective interest rate method.

#### (b) *Impairment*

The Group assesses on a forward-looking basis the expected credit losses associated with its debt financial assets carried at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

For trade receivables, the Group applies the simplified approach permitted by SFRS(I) 9 *Financial Instruments*, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

#### (c) *Recognition and derecognition*

Regular way purchases and sales of financial assets are recognised on trade date – the date on which the Group commits to purchase or sell the asset.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all risks and rewards of ownership.

On disposal of a debt instrument, the difference between the carrying amount and the sale proceeds is recognised in profit or loss. Any amount previously recognised in other comprehensive income relating to that asset is reclassified to profit or loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.10 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 Trust Deed requires the investment properties to be valued by independent registered valuers at least once a year in accordance with the CIS Code. Changes in fair value are recognised in profit or loss.

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 profit or loss. The costs of maintenance, repairs and minor improvements are recognised in profit or loss when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to profit or loss.

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.

### 2.11 Plant and equipment

#### (a) Measurement

Plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

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:

	<u>Useful lives</u>
Plant and equipment	2 – 10 years

The residual values, estimated useful lives and depreciation method of plant and equipment are reviewed, and adjusted as appropriate, at each balance sheet date. The effects of any revision are recognised in profit or loss for the financial year when the changes arise.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.11 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 profit or loss 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 profit or loss.

### 2.12 Investments in subsidiaries

Investments in subsidiaries are carried at cost less accumulated impairment losses in MCT's Statement of Financial Position. On disposal of the investments in subsidiaries, the difference between net disposal proceeds and the carrying amount of the investment is recognised in profit or loss.

### 2.13 Impairment of non-financial assets

Plant and equipment and investments in subsidiaries 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 profit or loss.

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 profit or loss.

### 2.14 Borrowings

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least 12 months after the balance sheet 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 profit or loss over the period of the borrowings using the effective interest method.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.15 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.

### 2.16 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.

Fair value changes on derivatives that are not designated or do not qualify for hedge accounting are recognised in profit or loss when the changes arise.

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 hedging transactions. The Group also documents its assessment, both at hedge inception and on an ongoing basis on whether the hedging relationship meets the hedge effectiveness requirements under SFRS(I) 9.

The fair values of various derivative financial instruments used for hedging purposes are disclosed in Note 24(f). 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.

#### *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 other comprehensive income, accumulated in the hedging reserve and reclassified to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in profit or loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.17 Leases

*When the Group is the lessee:*

At the inception of the contract, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

*Right-of-use assets*

Right-of-use assets are measured at cost which comprises the initial measurement of lease liabilities adjusted for any lease payments made at or before the commencement date and lease incentive received. Any initial direct costs that would not have been incurred if the lease had not been obtained are added to the carrying amount of the right-of-use assets.

Right-of-use assets which meet the definition of an investment property are presented within "Investment properties" and accounted for in accordance with Note 2.10.

*Short-term and low-value leases*

The Group has elected to not recognise right-of-use assets and lease liabilities for short-term leases that have lease terms of 12 months or less and leases of low value leases. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease term.

### 2.18 Fair value estimation of financial assets and liabilities

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques based on market conditions existing at each balance sheet date.

The fair value of interest rate swaps are calculated as the present value of the estimated future cash flows. The fair value of the cross currency interest rate swap is determined using quoted currency rates as at the balance sheet date.

### 2.19 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.20 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 SGD, 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 balance sheet date are recognised in profit or loss.

### 2.21 Financial guarantees

The Trustee has issued financial guarantees in relation to certain borrowings of MCT's subsidiaries. These guarantees are financial guarantees as they require MCT to reimburse the banks if the subsidiaries fail to make principal or interest payments when due in accordance with the terms of their borrowings. Intra-Group transactions are eliminated on consolidation.

Financial guarantee contracts are initially measured at fair value and subsequently measured at the higher of:

- (a) amount initially recognised less the cumulative amount of income recognised in accordance with the principles of SFRS(I) 15; and
- (b) the amount of expected loss allowance computed in accordance with SFRS(I) 9.

### 2.22 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.

### 2.23 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.

### 2.24 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, and of its tax-exempt income (if any). 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 SGD.

Following the amendments to Rule 705 of the SGX-ST Listing Manual effective from 7 February 2021, MCT has adopted the new half-yearly reporting framework with effect from 1 April 2021. Consequently, any distributions to Unitholders will be on a half-yearly basis.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 3. GROSS REVENUE

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Gross rental income (a)	465,749	454,351	381,962	372,718
Car parking income	9,750	8,316	7,753	6,588
Other operating income	23,976	13,586	20,998	10,676
Dividend income	–	–	57,773	57,394
	499,475	476,253	468,486	447,376
Government grant income (b)	48	36,711	48	33,867
Less: Government grant expense (b)	(48)	(33,967)	(48)	(31,153)
	499,475	478,997	468,486	450,090

Gross revenue is generated by the Group's and MCT's investment properties.

### (a) Gross rental income

The turnover rental for the financial year ended 31 March 2022 were \$8,738,000 and \$8,718,000 (2021: \$7,957,000 and \$7,946,000) for the Group and MCT respectively.

Rental rebates (on top of government support) of \$23,399,000 and \$22,731,000 (2021: \$42,513,000 and \$41,329,000) were provided to eligible tenants by the Group and MCT respectively.

### (b) Government grant income/expense

Government grant income and corresponding expense have been recognised in relation to cash grant and property tax rebates received from the Singapore Government as part of the COVID-19 relief measures and corresponding disbursement to eligible tenants.

The Group and MCT has fully passed through cash grants and property tax rebates, as mandated by the government, in the form of rental rebates and rental waiver to eligible tenants.

The government grant income relates to cash grant of \$48,000 (2021: \$10,702,000 and \$10,071,000) received by the Group and MCT. No property tax rebates were received by the Group and MCT during the financial year (2021: \$26,009,000 and \$23,796,000 received by the Group and MCT respectively).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 4. PROPERTY OPERATING EXPENSES

	Group		MCT	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
Operation and maintenance	22,386	20,722	18,443	17,157
Utilities	7,392	6,835	6,532	6,053
Property tax (a)	44,610	41,881	36,948	35,117
Property management fees	20,212	19,493	16,559	15,912
Staff costs (b)	12,115	9,531	11,241	8,831
Marketing and professional expenses	2,540	1,983	2,508	1,945
Depreciation (Note 14)	148	148	119	127
Other operating expenses	1,391	1,394	1,125	1,117
	<b>110,794</b>	<b>101,987</b>	<b>93,475</b>	<b>86,259</b>

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.

### (a) Property tax

Grant income in relation to the property tax rebates on non-tenanted and common areas of the investment properties of the Group and MCT of \$1,603,000 and \$1,487,000 respectively were included in property tax for the financial year ended 31 March 2021. No property tax rebates on non-tenanted and common areas of the investment properties were received during the financial year ended 31 March 2022.

### (b) Staff costs

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.

The Jobs Support Scheme ("JSS") was introduced in the Budget 2021 and enhanced subsequently in the supplementary budgets to provide wage support to employers to help them retain their local employees. Included in the staff costs, staff cost recovery of \$67,000 (2021: \$2,345,000) and \$62,000 (2021: \$2,132,000) in relation to the JSS were received from the Property Manager for the Group and MCT respectively.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 5. FINANCE EXPENSES

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Interest expense				
– Bank loans	26,954	27,494	19,291	19,159
– Medium term notes	25,970	30,440	–	–
– Loans from a subsidiary	–	–	25,970	30,440
– Non-hedging derivative instruments	1,143	1,213	5,636	4,370
	54,067	59,147	50,897	53,969
Derivative hedging instruments				
– Cash flow hedges, reclassified from hedging reserve (Note 22)	15,032	14,376	10,539	11,218
Financing fees	3,476	3,325	2,660	2,511
	72,575	76,848	64,096	67,698

## 6. OTHER TRUST EXPENSES

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Audit fee	115	109	111	105
Consultancy and professional fees	357	279	314	244
Valuation fees	225	198	193	152
Other trust expenses	691	567	701	592
	1,388	1,153	1,319	1,093

Included in other trust expenses of MCT was an amount of \$12,000 (2021: \$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. NET CHANGE IN FAIR VALUE OF INVESTMENT PROPERTIES

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Change in fair value of investment properties (Note 13)	65,696	(196,850)	49,986	(171,393)
Effects of recognising rental incentives on a straight-line basis over the lease terms	4,594	4,430	(316)	(2,066)
Net change in fair value of investment properties recognised in the profit or loss	70,290	(192,420)	49,670	(173,459)

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 8. INCOME TAXES

### (a) Income tax expense

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Tax expense attributable to profit is made up of:				
Current income tax				
– Current financial year	4	4	–	–
– Under/(Over) provision in prior years	1	(1)	–	–
	5	3	–	–

### (b) Tax reconciliation

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	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Profit before tax	347,024	68,609	332,537	93,480
Tax calculated at a tax rate of 17% (2021: 17%)	58,994	11,664	56,531	15,892
Effects of:				
– Expenses not deductible for tax purposes	5,038	37,726	4,870	34,346
– Income not subject to tax due to tax transparency ruling (Note 2.6)	(48,710)	(47,648)	(39,845)	(38,824)
– Income not subject to tax	(15,318)	(1,738)	(21,556)	(11,414)
– Under/(Over) provision in prior years	1	(1)	–	–
	5	3	–	–

### (c) Tax recoverable

	Group		MCT	
	31 March		31 March	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Beginning of financial year	5,849	1,850	–	–
Income tax paid	5	4,002	–	–
Income tax expense	(4)	(4)	–	–
(Under)/Over provision in prior years	(1)	1	–	–
End of financial year	5,849	5,849	–	–

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 9. EARNINGS PER UNIT

	Group	
	2022	2021
Profit attributable to Unitholders of MCT (\$'000)	<b>347,019</b>	68,606
Weighted average number of units outstanding during the financial year ('000)	<b>3,321,054</b>	3,313,654
Basic and diluted earnings per unit (Singapore cents)	<b>10.45</b>	2.07

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.

## 10. CASH AND CASH EQUIVALENTS

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
Cash at bank and on hand	<b>36,170</b>	34,043	<b>25,051</b>	21,652
Short-term bank deposits	<b>88,000</b>	158,500	<b>88,000</b>	155,000
	<b>124,170</b>	192,543	<b>113,051</b>	176,652

Short-term bank deposits at the balance sheet date have a weighted average maturity of 2.0 months (31 March 2021: 1.6 months) from the end of the financial year. The effective interest rate at balance sheet date of the Group and MCT are both 0.7% (31 March 2021: 0.3%) per annum.

## 11. TRADE AND OTHER RECEIVABLES

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
Trade receivables:				
– related parties	<b>19</b>	58	<b>5</b>	56
– non-related parties	<b>668</b>	5,644	<b>532</b>	5,049
Trade receivables – net	<b>687</b>	5,702	<b>537</b>	5,105
Non-trade receivables due from subsidiary	–	–	<b>10</b>	56
Interest receivable:				
– subsidiary	–	–	<b>793</b>	919
– non-related parties	<b>32</b>	87	<b>32</b>	87
Other receivables	<b>128</b>	30	<b>132</b>	34
Accrued revenue	<b>1,878</b>	1,812	<b>1,653</b>	1,612
	<b>2,725</b>	7,631	<b>3,157</b>	7,813

The non-trade and other receivables balances are unsecured, interest free and repayable on demand.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 12. OTHER ASSETS

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
<b>Current</b>				
Deposits	128	134	71	73
Prepayments	521	394	404	273
	649	528	475	346
<b>Non-current</b>				
Prepayments <sup>1</sup>	2,227	–	2,227	–

<sup>1</sup> Relates to directly attributable transaction costs, namely legal and professional fees incurred in relation to the Proposed Merger, of which \$175,000 was paid/payable to the auditor of MCT for the services rendered as independent accountant.

## 13. INVESTMENT PROPERTIES

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
<b>Completed investment properties</b>				
Beginning of financial year	8,737,000	8,920,000	7,202,000	7,360,000
Additions	18,304	13,850	18,014	13,393
Change in fair value of investment properties (Note 7)	65,696	(196,850)	49,986	(171,393)
End of financial year	8,821,000	8,737,000	7,270,000	7,202,000

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 presents the investment properties at fair value and classified by level of 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 inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The fair value of the investment properties within the Group's and MCT's portfolio are classified within Level 3 of the fair value measurement hierarchy. 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 2022

## 13. INVESTMENT PROPERTIES (continued)

### Valuation techniques and significant unobservable inputs

Level 3 fair values of the Group's and MCT's properties have been derived using the income capitalisation method, discounted cash flow method and direct comparison method where applicable.

The fair values are generally derived using the following methods:

- Income capitalisation – Properties are valued by capitalising the net property income at an appropriate rate of return to arrive at the market value. The net income of the properties is the estimated current rate and potential future income from existing vacancies after deducting all necessary outgoings and expenses. The adopted yield reflects the nature, location, tenure, tenancy profile of the properties, together with the prevailing property market condition.
- Discounted cash flow – Properties are valued by discounting the future net cash flow over a period to arrive at a present value.
- Direct comparison method – Properties are valued using transacted prices for comparable properties in the vicinity and other locations with adjustments made for differences in size, number of storeys, tenure, age, location, siting and building specifications.

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 conditions.

The independent valuers have highlighted that with the continuing uncertainty resulting from the COVID-19 pandemic, a higher degree of caution should be exercised when relying upon the valuations. The valuations were based on the information available as at the date of valuation. Values and incomes may change more rapidly and significantly than during normal market conditions.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of the investment properties categorised under Level 3 of the fair value hierarchy:

Description	Fair value	Valuation techniques	Key unobservable inputs	Range of unobservable inputs
Properties for leasing	<b>\$8,821,000,000</b> (31 March 2021: \$8,737,000,000)	Income capitalisation	Capitalisation rate	<b>3.35% – 4.85%</b> (31 March 2021: 3.50% – 4.85%)
		Discounted cash flow	Discount rate	<b>6.50% – 7.25%</b> (31 March 2021: 6.50% – 7.25%)
		Direct comparison	Adjusted price per square feet	<b>Not applicable</b> (31 March 2021: \$2,564)

In the current financial year, the direct comparison approach was not considered as one of its valuation techniques by the independent valuer. The change in valuation techniques has not resulted in a material impact on the valuation of the investment property.

Relationship of key unobservable inputs to fair value

- The higher the capitalisation rate, the lower the fair value.
- The higher the discount rate, the lower the fair value.
- The higher the adjusted price per square feet, the higher the fair value.

There were no significant inter-relationships between unobservable inputs.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 14. PLANT AND EQUIPMENT

	Group		MCT	
	31 March		31 March	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>Cost</b>				
Beginning of financial year	622	537	550	465
Additions	44	85	12	85
End of financial year	666	622	562	550
<b>Accumulated depreciation</b>				
Beginning of financial year	356	208	327	200
Depreciation charge	148	148	119	127
End of financial year	504	356	446	327
<b>Net book value</b>				
End of financial year	162	266	116	223

## 15. INVESTMENTS IN SUBSIDIARIES

	MCT	
	31 March	
	2022 \$'000	2021 \$'000
<b>Equity investments at cost</b>		
Beginning and end of financial year	910,964	910,964

The Group has the following subsidiaries as at 31 March 2022 and 31 March 2021:

Name of company	Principal activities	Country of business/ incorporation	Proportion of shares held by Group		Proportion of shares held by MCT	
			31 March		31 March	
			2022 %	2021 %	2022 %	2021 %
Mapletree Commercial Trust Treasury Company Pte. Ltd. <sup>(a)</sup>	Provision of treasury services	Singapore/ Singapore	100	100	100	100
80 Alexandra Pte. Ltd. <sup>(a)</sup>	Investment holding	Singapore/ Singapore	100	100	100	100
Mapletree Business City LLP <sup>(b)</sup>	Property development and investment	Singapore/ Singapore	100	100	99.9	99.9

<sup>(a)</sup> Audited by PricewaterhouseCoopers LLP, Singapore

<sup>(b)</sup> There is no statutory requirement for the financial statements of Mapletree Business City LLP to be audited.

There are no significant restrictions on the subsidiaries.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 16. DERIVATIVE FINANCIAL INSTRUMENTS

	Maturity	Contract notional amount \$'000	Fair value assets \$'000	Fair value liabilities \$'000
<b>Group</b>				
<b>31 March 2022</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	April 2022 – February 2027	1,590,000	27,741	(1,142)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	–	(3,694)
Total		1,690,000	27,741	(4,836)
Represented by:				
Current portion			–	(4,570)
Non-current portion			27,741	(266)
			27,741	(4,836)
<b>31 March 2021</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	September 2021 – December 2025	1,295,000	2,071	(19,963)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	4,696	–
Total		1,395,000	6,767	(19,963)
Represented by:				
Current portion			–	(2,390)
Non-current portion			6,767	(17,573)
			6,767	(19,963)

As at 31 March 2022, the notional amount of cash-flow hedges of the Group and MCT that are directly impacted by IBOR reform amounted to \$1,590,000,000 and \$1,020,000,000 respectively.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 16. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

Maturity		Contract notional amount \$'000	Fair value assets \$'000	Fair value liabilities \$'000
<b>MCT</b>				
<b>31 March 2022</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	April 2022 – February 2027	1,020,000	15,120	(1,142)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	–	(3,694)
Interest rate swaps <sup>1</sup>	December 2023 – December 2025	570,000	12,621	(12,621)
Total		1,690,000	27,741	(17,457)
Represented by:				
Current portion			–	(4,570)
Non-current portion			27,741	(12,887)
			27,741	(17,457)
<b>31 March 2021</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	September 2021 – March 2024	745,000	14	(12,414)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	4,696	–
Interest rate swaps <sup>1</sup>	August 2023 – December 2025	550,000	9,607	(9,607)
Total		1,395,000	14,317	(22,021)
Represented by:				
Current portion			–	(2,390)
Non-current portion			14,317	(19,631)
			14,317	(22,021)

<sup>1</sup> Relates to the back-to-back interest rate swaps entered into to hedge against a subsidiary's borrowings. As at 31 March 2022, the notional amounts of these interest rate swaps were \$570,000,000 (2021: \$550,000,000), while the fair value of the derivative financial assets and liabilities arising from the interest rate swaps with the banks are \$12,621,000 (2021: \$2,057,000) and \$Nil (2021: \$7,549,000) respectively. For the financial year ended 31 March 2022, MCT recorded related finance income of \$4,492,000 (2021: \$3,158,000).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 16. 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 profit or loss 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 profit or loss when the changes arise.

As at 31 March 2021, interest rate swaps included a forward start interest rate swap contract for notional amount of \$50,000,000 that will mature in 2023, which the Group had entered into for the purposes of fixing the interest rate of the floating rate borrowings. The effective date for the forward start interest rate swap contract was April 2021.

### Cross currency interest rate swap

Cross currency interest rate swaps are transacted to hedge foreign currency interest rate risk arising from foreign denominated borrowings. The cross currency interest rate swap is an economic hedge and no hedge accounting is adopted.

As at 31 March 2022, the Group held a JPY/SGD cross currency interest rate swap to provide SGD variable rate funding. The cross currency interest rate swap matures on the same date as the borrowings. Fair value changes on the cross currency interest rate swap are recognised in profit or loss when the changes arise.

Hedging instruments used in the Group's hedging strategy were as follow:

	Carrying Amount			Changes in fair value used for calculating hedge ineffectiveness		Hedge ineffectiveness recognised in profit or loss \$'000	Weighted average hedged rate	Maturity date
	Contract notional amount \$'000	Assets \$'000	Liabilities \$'000	Financial statement line item	Hedging instruments \$'000	Hedged item \$'000		
<b>Group</b>								
<b>31 March 2022</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	1,590,000	27,741	(1,142)	Derivative financial instruments	29,459	(29,459)	–	1.26%
								April 2022 – February 2027
<b>31 March 2021</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	1,295,000	2,071	(19,963)	Derivative financial instruments	(8,949)	8,949	–	1.47%
								September 2021 – December 2025

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 16. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

	Carrying Amount			Changes in fair value used for calculating hedge ineffectiveness		Hedge ineffectiveness recognised in profit or loss \$'000	Weighted average hedged rate	Maturity date
	Contract notional amount \$'000	Assets \$'000	Liabilities \$'000	Financial statement line item	Hedging instruments \$'000	Hedged item \$'000		
<b>MCT</b>								
<b>31 March 2022</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	1,020,000	15,120	(1,142)	Derivative financial instruments	15,839	(15,839)	–	1.33% April 2022 – February 2027
<b>31 March 2021</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	745,000	14	(12,414)	Derivative financial instruments	(4,976)	4,976	–	1.76% September 2021 – March 2024

## 17. TRADE AND OTHER PAYABLES

	Group		MCT	
	31 March 2022 \$'000	2021 \$'000	31 March 2022 \$'000	2021 \$'000
<b>Current</b>				
Trade payables	1,816	1,267	1,654	893
Amounts due to subsidiaries				
– non-trade	–	–	77	–
Accrued capital expenditure	3,113	3,640	3,057	3,218
Accrued operating expenses	42,116	41,609	36,877	35,906
Interest payable				
– subsidiary	–	–	5,029	6,075
– non-related parties	10,477	12,469	4,235	5,257
Tenancy related deposits	19,463	25,785	16,399	23,355
Other deposits	401	475	313	386
Rental received in advance	9,795	12,491	4,865	7,156
Net Goods and Services Tax payable	6,425	7,031	5,438	5,930
Other payables	9,313	9,280	9,102	9,016
	102,919	114,047	87,046	97,192
<b>Non-current</b>				
Tenancy related deposits	53,923	53,007	49,915	45,809
	156,842	167,054	136,961	143,001

The amounts due to subsidiaries are unsecured, interest free and repayable on demand.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
<b>Borrowings</b>				
<b>Current</b>				
Bank loans	264,000	–	264,000	–
Medium term notes	196,788	70,000	–	–
Transaction costs to be amortised	(241)	(*)	(106)	–
	<b>460,547</b>	<b>70,000</b>	<b>263,894</b>	<b>–</b>
<b>Non-current</b>				
Bank loans	1,820,000	2,032,900	1,182,000	1,394,900
Medium term notes	730,000	935,714	–	–
Transaction costs to be amortised	(6,213)	(8,989)	(2,185)	(3,826)
	<b>2,543,787</b>	<b>2,959,625</b>	<b>1,179,815</b>	<b>1,391,074</b>
<b>Loans from a subsidiary</b>				
<b>Current</b>				
Loans from a subsidiary	–	–	196,788	70,000
Transaction costs to be amortised	–	–	(135)	(*)
	<b>–</b>	<b>–</b>	<b>196,653</b>	<b>70,000</b>
<b>Non-current</b>				
Loans from a subsidiary	–	–	730,000	935,714
Transaction costs to be amortised	–	–	(1,478)	(1,950)
	<b>–</b>	<b>–</b>	<b>728,522</b>	<b>933,764</b>
	<b>3,004,334</b>	<b>3,029,625</b>	<b>2,368,884</b>	<b>2,394,838</b>

\* Amount is less than \$1,000

The above bank loans and borrowings are unsecured. In accordance with the various facility agreements, VivoCity, MBC I, MBC II and Mapletree Anson (2021: VivoCity, MBC I, MBC II and Mapletree Anson) are subject to a negative pledge.

As at 31 March 2022, the Trustee has provided guarantees amounting to \$638,000,000 (2021: \$638,000,000) to the bank in respect to bank loans outstanding in a subsidiary.

### (a) Maturity of borrowings

#### Group

The non-current bank loans mature between 2023 and 2027 (2021: 2022 and 2026). The non-current medium term notes will mature between 2023 and 2029 (2021: 2023 and 2029).

#### MCT

The non-current bank loans mature between 2023 and 2027 (2021: 2022 and 2026). The non-current loans from a subsidiary will mature between 2023 and 2029 (2021: 2023 and 2029).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

### (b) Medium term notes

In 2012, the Group established a \$1,000,000,000 MTN Programme via its subsidiary, MCTTC. The Programme limit has been increased to \$3,000,000,000 with effect from 29 June 2018. 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 SGD 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 the Trustee.

Total notes outstanding as at 31 March 2022 under the MTN Programme was \$926,788,000 (2021: \$1,005,714,000), consisting of:

Maturity date		Interest rate per annum	Interest payment in arrears	31 March 2022 '000	31 March 2021 '000
(i)	12 April 2021 <sup>1</sup>	3.20%	Semi-annually	–	\$70,000
(ii)	3 February 2023	3.25%	Semi-annually	\$100,000	\$100,000
(iii)	24 August 2026	3.11%	Semi-annually	\$175,000	\$175,000
(iv)	15 November 2023	2.795%	Semi-annually	\$85,000	\$85,000
(v)	27 August 2027	3.045%	Semi-annually	\$100,000	\$100,000
(vi)	23 September 2024	3.28%	Semi-annually	\$120,000	\$120,000
(vii)	22 November 2029	3.05%	Semi-annually	\$250,000	\$250,000
(viii)	16 March 2023 <sup>2</sup>	3 month JPY TONA + 0.30835% <sup>3</sup>	Quarterly	JPY8,700,000	JPY8,700,000

<sup>1</sup> The \$70,000,000 notes maturing on 12 April 2021 were fully redeemed on the maturity date.

<sup>2</sup> A cross currency interest rate swap has been entered into to hedge the JPY 8,700,000,000 (2021: JPY8,700,000,000) Floating Rate Notes into notional principal amount of \$100,000,000 (2021: \$100,000,000) at a floating rate SGD basis payable semi-annually in arrears. The cross currency interest rate swap is an economic hedge and no hedge accounting is adopted.

<sup>3</sup> The interest rate per annum for 31 March 2021 is 3 month JPY LIBOR + 0.30%

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 18. 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, which 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	31 March 2022 '000	31 March 2021 '000
(i) 12 April 2021 <sup>1</sup>	3.20%	Semi-annually	–	\$70,000
(ii) 3 February 2023	3.25%	Semi-annually	\$100,000	\$100,000
(iii) 24 August 2026	3.11%	Semi-annually	\$175,000	\$175,000
(iv) 15 November 2023	2.795%	Semi-annually	\$85,000	\$85,000
(v) 27 August 2027	3.045%	Semi-annually	\$100,000	\$100,000
(vi) 23 September 2024	3.28%	Semi-annually	\$120,000	\$120,000
(vii) 22 November 2029	3.05%	Semi-annually	\$250,000	\$250,000
(viii) 16 March 2023 <sup>2</sup>	3 month JPY TONA + 0.30835% <sup>3</sup>	Quarterly	JPY8,700,000	JPY8,700,000

<sup>1</sup> The \$70,000,000 notes maturing on 12 April 2021 were fully redeemed on the maturity date.

<sup>2</sup> A cross currency interest rate swap has been entered into to hedge the JPY 8,700,000,000 (2021: JPY8,700,000,000) Floating Rate Notes into notional principal amount of \$100,000,000 (2021: \$100,000,000) at a floating rate SGD basis payable semi-annually in arrears. The cross currency interest rate swap is an economic hedge and no hedge accounting is adopted.

<sup>3</sup> The interest rate per annum for 31 March 2021 is 3 month JPY LIBOR + 0.30%

### (d) Effective interest rates

The weighted average all-in cost of borrowings, including amortised cost charged on the outstanding loans as at 31 March 2021 and 2022 were as follow:

	Group 31 March		MCT 31 March	
	2022	2021	2022	2021
Bank loans	2.29%	2.15%	2.37%	2.21%
Medium term notes	3.01%	2.97%	–	–
Loans from a subsidiary	–	–	3.01%	2.97%

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

### (e) Carrying amount and fair value

The carrying amounts of the current and non-current borrowings, which are at variable market rates, approximate their fair values at balance sheet date.

The carrying amounts of the fixed rate current borrowings approximate their fair values at balance sheet date. The carrying amount and fair value of the fixed rate non-current borrowings are as follow:

	Carrying amount		Fair value	
	31 March		31 March	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>Group</b>				
Medium term notes (non-current)	<b>728,522</b>	828,150	<b>722,597</b>	871,640
<b>MCT</b>				
Loans from a subsidiary (non-current)	<b>728,522</b>	828,150	<b>722,597</b>	871,640

The fair value above is determined from the cash flow analysis, discounted at market borrowing rates of an equivalent instrument at the balance sheet date at which the Manager expects to be available to the Group and MCT as follows:

	31 March	
	2022	2021
<b>Group</b>		
Medium term notes (non-current)	<b>2.53% – 3.46%</b>	1.16% – 2.47%
<b>MCT</b>		
Loans from a subsidiary (non-current)	<b>2.53% – 3.46%</b>	1.16% – 2.47%

The fair values are within Level 2 of the fair value hierarchy.

### (f) Undrawn committed borrowing facilities

	Group and MCT	
	31 March	
	2022 \$'000	2021 \$'000
Expiring beyond one year	<b>375,000</b>	426,100

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 19. DEFERRED TAX LIABILITIES

	Group	
	31 March	
	2022	2021
	\$'000	\$'000
Beginning and end of financial year	<b>24,974</b>	24,974

The deferred tax liabilities arose entirely due to accelerated tax depreciation.

## 20. LEASES

### (a) The Group and MCT as a lessee

#### Leasehold land

The right-of-use of leasehold land is secured during acquisition of investment properties and is recognised within Investment properties (Note 13).

There are no externally imposed covenants on these lease arrangements.

### (b) The Group and MCT as a lessor

The Group has leased out their owned investment properties for monthly lease payments. Where considered necessary to reduce credit risk, the Group may obtain bank guarantees or deposits for the term of the lease. These leases are classified as operating leases because the risk and rewards incidental to ownership of the assets are not substantially transferred. As part of its asset and lease management strategy, the Manager proactively engages tenants for negotiations well ahead of lease expiries to mitigate leasing risk and achieve a well-staggered lease expiry profile. The Group also actively manages its property portfolio and reviews its tenant mix in order to achieve portfolio diversification and stability.

Rental income from investment properties is disclosed in Note 3.

Undiscounted lease payments from the operating leases to be received after the balance sheet date are as below:

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
Less than one year	<b>477,006</b>	450,884	<b>387,245</b>	375,895
One to two years	<b>383,900</b>	339,693	<b>301,132</b>	300,573
Later than two to three years	<b>264,933</b>	237,073	<b>204,909</b>	207,744
Later than three to four years	<b>180,619</b>	137,404	<b>128,065</b>	131,179
Later than four to five years	<b>77,655</b>	91,223	<b>42,880</b>	89,143
Later than five years	<b>108,993</b>	111,391	<b>105,151</b>	111,391
Total undiscounted lease payments	<b>1,493,106</b>	1,367,668	<b>1,169,382</b>	1,215,925

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purpose of the above disclosure, the prevailing lease rentals are used.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 21. UNITS IN ISSUE

	Note	Group and MCT	
		2022 '000	2021 '000
Units at beginning of financial year		<b>3,316,204</b>	3,307,510
Units issued as settlement of Manager's management fees	(a)	<b>7,310</b>	8,694
Units at end of financial year		<b>3,323,514</b>	3,316,204

- (a) During the financial year, 7,309,536 new units (2021: 8,693,494 new units) were issued at the issue price range of \$1.9833 to \$2.1473 (2021: \$1.7686 to \$2.1007) per unit, in respect of the payment of management fees to the Manager in units. 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.

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.

## 22. HEDGING RESERVE

	Group		MCT	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Beginning of financial year	<b>(17,892)</b>	(23,319)	<b>(12,400)</b>	(18,642)
Fair value gain/(loss)	<b>29,459</b>	(8,949)	<b>15,839</b>	(4,976)
Reclassification to profit or loss				
– Finance expenses (Note 5)	<b>15,032</b>	14,376	<b>10,539</b>	11,218
End of financial year	<b>26,599</b>	(17,892)	<b>13,978</b>	(12,400)

Hedging reserve is non-distributable.



# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 23. COMMITMENTS

### Capital commitments

Capital expenditures contracted for at the balance sheet date but not recognised in the financial statements amounted to \$34,197,000 (2021: \$10,956,000).

## 24. 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 rates 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 is exposed mainly to SORA, SOR and JPY TONA (2021: SORA, SOR and JPY LIBOR). The Group manages these cash flow interest rate risks using floating-to-fixed interest rate swaps. The interest rate swaps and cross currency interest rate swap have reference rates that are indexed to SORA, SOR or JPY TONA (2021: SORA, SOR and JPY LIBOR), which are governed by contracts based on the International Swaps and Derivatives Association (ISDA)'s Master Agreement.

#### Hedging relationships for which 'Phase 1' amendments apply

The 'Phase 1' amendments provides temporary relief from applying specific hedge accounting requirements to hedging relationships directly impacted by IBOR reform. The temporary reliefs would end when the uncertainty arising from IBOR reform is no longer present.

The Group has judged that IBOR uncertainty is still present with respect to its cash flow hedge of a SOR-linked borrowing, because the hedging instrument and the hedged item have not yet been amended to transit to SORA.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (a) Market risk – cash flow and fair value interest rate risks (continued)

#### Hedging relationships for which 'Phase 1' amendments apply (continued)

The following Phase 1 reliefs are applied to the cash flow hedge linked to SOR:

- When considering the 'highly probable' requirement, the Group has assumed that the SOR interest rate on which the Group's hedge debt is based does not change as a result of IBOR reform;
- In assessing whether the hedge is expected to be highly effective on a forward-looking basis, the Group has assumed that the SOR interest rate on which the cash flows of the hedged debt and the interest rate swap that hedges it are based is not altered by the IBOR reform; and
- The Group has not recycled the cash flow hedge reserve relating to the period after the reforms are expected to take effect.

#### Hedging relationships for which 'Phase 2' amendments apply

The Group has judged that IBOR uncertainty is no longer present with respect to its cash flow hedges of SOR-linked borrowings which have been transitioned from SOR to SORA, once both the hedging instrument and the hedged item have been amended to the alternative benchmark rate with fixed adjustment spreads.

In the current year, the Group has applied the following hedge accounting reliefs provided by the Phase 2 amendments for its hedging relationships that have already transited from SOR to SORA:

- Hedge designation: When the Phase 1 amendments cease to apply, the Group has amended its hedge designation to reflect the following changes which are required by IBOR reform:
  - (i) designating SORA as a hedged risk;
  - (ii) the contractual benchmark rate of the hedged SGD borrowing has been amended from SOR to SORA plus an adjustment spread; and
  - (iii) the variable rate of the hedging interest rate swap has been amended from SOR to SORA, with an adjustment spread added to the fixed rate.

These amendments to the hedge documentation do not require the Group to discontinue its hedge relationships.

- Amounts accumulated in the cash flow hedge reserve: When the Group amended its hedge designation for changes to its SOR-referenced floating rate borrowing that is required by IBOR reform, the accumulated amount outstanding in the cash flow hedge reserve was deemed to be based on SORA.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (a) Market risk – cash flow and fair value interest rate risks (continued)

The exposure of the borrowings of the Group to interest rate changes and the contractual repricing dates at the balance sheet dates after excluding borrowings for which hedge accounting is applied are as follow:

	Group		MCT	
	31 March		31 March	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
<b>6 months or less:</b>				
Revolving credit facilities	45,000	43,900	27,000	25,900
Term loans	449,000	744,000	399,000	674,000
Medium term notes	100,000	100,000	–	–
Loans from a subsidiary	–	–	100,000	100,000
	<b>594,000</b>	<b>887,900</b>	<b>526,000</b>	<b>799,900</b>

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 \$1,590,000,000 (2021: \$1,245,000,000) whereby it receives variable rates equal to the Singapore swap offer rate or SORA on the notional amounts and pays fixed interest rates ranging from 0.26% to 1.99% (2021: 0.36% to 2.18%) per annum.
- (ii) Cross currency interest rate swap, with a notional contract amount of \$100,000,000 (2021: \$100,000,000) whereby it receives a variable rate of JPY TONA + 0.30835% (31 March 2021: JPY LIBOR + 0.30%) per annum on the notional amount and pays a variable rate of Singapore swap offer rate + 1.08% (31 March 2021: Singapore swap offer rate + 1.08%) per annum.

#### Hedge effectiveness

Hedge effectiveness is determined at the inception of the hedging relationship, and through periodic prospective effective assessments to ensure that an economic relationship exists between the hedged item and hedging instrument.

The Group enters into hedge relationships where the critical terms of the hedging instrument match exactly with the terms of the hedged item, and so a qualitative assessment of effectiveness is performed. If changes in circumstances affect the terms of the hedged item such that the critical terms no longer match exactly with the critical terms of the hedging instrument, the Group uses the hypothetical derivative method to assess effectiveness.

Hedging relationships that are impacted by interest rate benchmark reform may experience ineffectiveness because of a timing mismatch between the hedged item and the hedging instrument regarding interest rate benchmark reform transition. For the financial year ended 31 March 2022, there is no such mismatch and hence no hedge ineffectiveness recognised.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. 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 mainly in SGD and JPY. If the SGD/JPY interest rates increase/(decrease) by 50 basis points ("b.p.") (2021: 50 b.p.) with all other variables including tax rate being held constant, the profit after tax and hedging reserve attributable to Unitholders will (decrease)/increase 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) →			
	Profit after tax		Hedging Reserve	
	Increase	Decrease	Increase	Decrease
	by 50 b.p.	by 50 b.p.	by 50 b.p.	by 50 b.p.
	\$'000	\$'000	\$'000	\$'000
<b>Group</b>				
<b>31 March 2022</b>				
Interest bearing borrowings	(2,970)	2,970	–	–
Interest rate swaps	–	–	16,961	(16,983)
Cross currency interest rate swap	(434)	481	–	–
<b>31 March 2021</b>				
Interest bearing borrowings	(4,440)	4,440	–	–
Interest rate swaps	–	–	14,084	(14,281)
Cross currency interest rate swap	(18)	18	–	–
<b>MCT</b>				
<b>31 March 2022</b>				
Interest bearing borrowings	(2,630)	2,630	–	–
Interest rate swaps	–	–	9,852	(9,867)
Cross currency interest rate swap	(434)	481	–	–
<b>31 March 2021</b>				
Interest bearing borrowings	(4,000)	4,000	–	–
Interest rate swaps	–	–	5,012	(5,043)
Cross currency interest rate swap	(18)	18	–	–

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (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 a cross currency interest rate swap with notional contract amount of JPY8,700,000,000 into SGD amounting to \$100,000,000. The cross currency interest rate swap matures on the same date that the JPY medium term notes are due for repayment.

### (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 cash equivalents and trade receivables. Cash and bank deposits are placed with financial institutions which are regulated. 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.

As at 31 March 2022 and 31 March 2021, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the Statements of Financial Position, except for the guarantees provided by the Trustee in relation to certain borrowings of MCT's subsidiaries (Note 18) amounting \$1,568,000,000 (2021: \$1,638,000,000).

The Group provides for lifetime expected credit losses for all trade receivables, using a provision matrix. The provision rates are determined based on the Group's historical observed default rates analysed in accordance to days past due. The expected credit losses also incorporate forward looking information such as forecast of macro-economic conditions. In computing the expected credit loss rate, the Group has considered the volatility of the forward-looking macroeconomic factors affecting the ability of the debtors to settle the receivables. The loss allowance for trade receivables as at 31 March 2022 and 31 March 2021 was assessed as not material.

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. The Group considers a financial asset as impaired (net of security deposits and bankers' guarantee) when the counterparty fails to make payments in accordance with the contractual terms of agreement. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due. When recoveries are made, these are recognised in profit or loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (c) Credit risk (continued)

The ageing of trade receivables at the balance sheet date was:

	Gross Carrying Amount \$'000	Loss Allowance \$'000
<b>Group</b>		
<b>31 March 2022</b>		
Past due 3 months or less	641	–
Past due over 3 months	126	(80)
	<b>767</b>	<b>(80)</b>
<b>31 March 2021</b>		
Past due 3 months or less	5,017	(80)
Past due over 3 months	765	–
	<b>5,782</b>	<b>(80)</b>
<b>MCT</b>		
<b>31 March 2022</b>		
Past due 3 months or less	511	–
Past due over 3 months	106	(80)
	<b>617</b>	<b>(80)</b>
<b>31 March 2021</b>		
Past due 3 months or less	4,989	(80)
Past due over 3 months	196	–
	<b>5,185</b>	<b>(80)</b>

The movement in allowance for expected credit losses of trade receivables computed based on lifetime expected credit losses are as follow:

	Group and MCT	
	2022 \$'000	2021 \$'000
<b>Expected credit loss allowance</b>		
Beginning of financial year	80	77
Allowance made	256	163
Allowance utilised	(256)	(160)
End of financial year	<b>80</b>	<b>80</b>

### Cash and cash equivalents

The Group and MCT held cash and cash equivalents of \$124,170,000 and \$113,051,000 respectively (2021: \$192,543,000 and \$176,652,000). The Group and MCT considers that its cash and cash equivalents have low credit risk based on the external credit ratings of the counterparties. The cash balances are measured on 12-month expected credit losses and subject to immaterial credit loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (c) Credit risk (continued)

#### *Financial guarantee contracts*

The Trustee has issued financial guarantees in relation to certain borrowings of MCT's subsidiaries. These guarantees are subject to the impairment requirements of SFRS(I) 9. MCT has assessed that its subsidiaries have strong financial capacity to meet the contractual cash flow obligations in the near future and hence, does not expect significant credit losses arising from these guarantees.

### (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 following table analyses non-derivative financial liabilities of the Group and MCT into relevant maturity groupings based on the remaining period from the balance sheet date to the contractual maturity date (including extension periods where applicable). 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 approximate 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
<b>Group</b>			
<b>As at 31 March 2022</b>			
Trade and other payables	76,222	51,031	2,892
Borrowings and interest payable	515,500	2,328,204	381,425
	<b>591,722</b>	<b>2,379,235</b>	<b>384,317</b>
<b>As at 31 March 2021</b>			
Trade and other payables	82,056	47,933	5,074
Borrowings and interest payable	123,622	2,053,306	1,117,427
	<b>205,678</b>	<b>2,101,239</b>	<b>1,122,501</b>
<b>MCT</b>			
<b>As at 31 March 2022</b>			
Trade and other payables	67,479	47,044	2,871
Borrowings and interest payable	284,273	1,215,805	7,027
Loans from a subsidiary	222,751	450,058	374,398
	<b>574,503</b>	<b>1,712,907</b>	<b>384,296</b>
<b>As at 31 March 2021</b>			
Trade and other payables	72,774	40,770	5,039
Borrowings and interest payable	18,934	1,063,858	383,100
Loans from a subsidiary	97,021	493,307	562,768
	<b>188,729</b>	<b>1,597,935</b>	<b>950,907</b>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (d) Liquidity risk (continued)

The table below analyses the Group's 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 balance sheet date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows.

	Less than 1 year \$'000	Between 1 and 5 years \$'000	More than 5 years \$'000
<b>Group and MCT</b>			
<b>As at 31 March 2022</b>			
Net-settled interest rate swaps			
– Net cash outflows	12,215	18,045	–
Gross-settled cross currency interest rate swap			
– Cash inflows	(97,063)	–	–
– Cash outflows	101,849	–	–
	17,001	18,045	–
<b>As at 31 March 2021</b>			
Net-settled interest rate swaps			
– Net cash outflows	13,960	16,499	–
Gross-settled cross currency interest rate swap			
– Cash inflows	(230)	(105,934)	–
– Cash outflows	1,390	101,329	–
	15,120	11,894	–

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. 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 Code 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 Code ("Property Funds Appendix"). The Property Funds Appendix stipulates that the total borrowings and deferred payments (together the "Aggregate Leverage") of a property fund on or after 1 January 2022 should not exceed 45% (2021: 50.0%) of its Deposited Property. The Aggregate Leverage may exceed 45% of the fund's deposited property (up to a maximum of 50%) only if the property fund has a minimum adjusted interest coverage ratio of 2.5 times after taking into account the interest payment obligations arising from the new borrowing. As at the balance sheet date, the Group's corporate family rating has been changed to rating under review (2021: Baa1 Negative) by Moody's Investors Service.

The Group has complied with the Aggregate Leverage requirements for the financial years ended 31 March 2022 and 31 March 2021.

	Group 31 March	
	2022 \$'000	2021 \$'000
Total gross borrowings <sup>1</sup>	3,014,000	3,032,900
Total deposited property	8,984,523	8,950,584
Aggregate leverage ratio	33.5%	33.9%
Interest coverage ratio <sup>2</sup> ("ICR")	4.8 times	4.4 times
Adjusted ICR <sup>3</sup>	4.8 times	4.4 times
Percentage of the Group's total gross borrowings to the Group's net asset value	52.0%	53.1%

<sup>1</sup> Reflects total gross borrowings after taking into account the cross currency interest rate swap entered into to hedge the JPY8,700,000,000 (2021: JPY8,700,000,000) floating rate medium term notes.

<sup>2</sup> Computed by dividing the trailing 12 months earnings before interest, tax, depreciation and amortisation (excluding effects of any fair value changes of derivatives and investment properties, and foreign exchange translation), by the trailing 12 months interest expense and borrowing-related fees.

<sup>3</sup> The Adjusted ICR is the same as the ICR as there are no hybrid securities issued by the Group.

There were no changes in the Group's approach to capital management during the financial year.

The Group is in compliance with the borrowing limit requirement imposed by the CIS Code and all externally imposed capital requirements for the financial years ended 31 March 2022 and 31 March 2021.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. 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 inputs for the asset or liability that are not based on observable market data (unobservable inputs).

	Group		MCT	
	31 March		31 March	
	2022	2021	2022	2021
	\$'000	\$'000	\$'000	\$'000
<b>Level 2</b>				
<b>Assets</b>				
Derivative financial instruments				
– Interest rate swaps	27,741	2,071	27,741	9,621
– Cross currency interest rate swap	–	4,696	–	4,696
	<b>27,741</b>	<b>6,767</b>	<b>27,741</b>	<b>14,317</b>
<b>Liabilities</b>				
Derivative financial instruments				
– Interest rate swaps	(1,142)	(19,963)	(13,763)	(22,021)
– Cross currency interest rate swap	(3,694)	–	(3,694)	–
	<b>(4,836)</b>	<b>(19,963)</b>	<b>(17,457)</b>	<b>(22,021)</b>

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 balance sheet date. The fair value of interest rate swaps are calculated as the present value of the estimated future cash flows. The fair value of the cross currency interest rate swap is determined using quoted currency rates as at the balance sheet date.

The carrying values of trade and other receivables, other current assets and trade and other payables (including non-current tenancy related deposits) 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 18(e) to the financial statements.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (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 16 to the financial statements, except for the following:

	Group		MCT	
	31 March		31 March	
	2022 \$'000	2021 \$'000	2022 \$'000	2021 \$'000
Financial assets at amortised cost	127,023	200,308	116,279	184,538
Financial liabilities at amortised cost	3,144,956	3,177,157	2,495,542	2,524,753

## 25. INTERMEDIATE AND ULTIMATE HOLDING COMPANIES

For financial reporting purposes in accordance with SFRS(I) 10 *Consolidated Financial Statements*, MCT is regarded as a subsidiary of Mapletree Investments Pte Ltd.

Consequently, 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.

## 26. 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 subject to common significant influence. Related parties may be individuals and entities. 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:

	Group	
	2022 \$'000	2021 \$'000
Project management fees paid/payable to the Manager	119	20
Rental and other related income received/receivable from related parties	13,896	15,898
Finance income received/receivable from a related company of the Manager	—	4
Other products and service fees paid/payable to related parties	2,847	2,613
Interest expenses, financing fees and fees related to the issue of units paid/payable to a related party	15,523	15,746

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 27. FINANCIAL RATIOS

	Group	
	2022	2021
	%	%
Ratio of expenses to weighted average net assets <sup>1</sup>		
– including performance component of asset management fees	<b>0.71</b>	0.70
– excluding performance component of asset management fees	<b>0.44</b>	0.43
Ratio of total operating expenses to net asset value <sup>2</sup>	<b>2.61</b>	2.48
Portfolio Turnover Ratio <sup>3</sup>	–	–

<sup>1</sup> The 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.

<sup>2</sup> The ratio is computed based on the total operating expenses expressed as a percentage of net asset value as at the end of the financial year. The operating expenses include property operating expenses, manager's management fees, trustee's fee and other trust expenses amounting to \$150,986,000 for the financial year ended 31 March 2022 (2021: \$141,727,000).

<sup>3</sup> The 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 Code. There were no sales of investment properties for the financial years ended 31 March 2022 and 31 March 2021.

## 28. 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.

The Manager 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 2022

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2022 is as follows:

	Mapletree					
	VivoCity \$'000	MBC \$'000	mTower \$'000	Anson \$'000	MLHF \$'000	Total \$'000
Gross revenue	183,888	215,916	45,623	33,987	20,061	499,475
Property operating expenses	(48,030)	(40,869)	(11,888)	(6,794)	(3,213)	(110,794)
<b>Segment net property income</b>	<b>135,858</b>	<b>175,047</b>	<b>33,735</b>	<b>27,193</b>	<b>16,848</b>	<b>388,681</b>
Finance income						284
Finance expenses						(72,575)
Manager's management fees						(37,765)
Trustee's fees						(1,039)
Other trust expenses						(1,388)
Foreign exchange gain						8,926
Net change in fair value of financial derivative						(8,390)
<b>Profit before tax and fair value change in investment properties</b>						<b>276,734</b>
Net change in fair value of investment properties	20,541	42,793	2,530	3,736	690	70,290
<b>Profit for the financial year before tax</b>						<b>347,024</b>
Income tax expense						(5)
<b>Profit for the financial year after tax before distribution</b>						<b>347,019</b>

### Major tenant

There was one tenant (2021: one) that contributed more than 10% of the gross revenue of the Group.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2022 is as follows:

	Mapletree					
	VivoCity \$'000	MBC \$'000	mTower \$'000	Anson \$'000	MLHF \$'000	Total \$'000
Segment assets						
– Investment properties	3,182,000	3,800,000	747,000	752,000	340,000	8,821,000
– Plant and equipment	69	73	14	4	2	162
– Trade and other receivables	1,843	499	79	85	42	2,548
	<b>3,183,912</b>	<b>3,800,572</b>	<b>747,093</b>	<b>752,089</b>	<b>340,044</b>	<b>8,823,710</b>
Unallocated assets						
– Cash and cash equivalents						124,170
– Other receivables						177
– Tax recoverable						5,849
– Other assets						2,876
– Derivative financial instruments						27,741
<b>Total assets</b>						<b>8,984,523</b>
Segment liabilities	46,665	22,163	10,234	7,041	648	86,751
Unallocated liabilities						
– Trade and other payables						70,091
– Borrowings						3,004,334
– Deferred tax liabilities						24,974
– Derivative financial instruments						4,836
<b>Total liabilities</b>						<b>3,190,986</b>
<b>Other segmental information</b>						
Additions to:						
– Investment properties	13,317	838	2,466	1,278	405	18,304
– Plant and equipment	8	32	4	–	–	44

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2021 is as follows:

	VivoCity \$'000	MBC \$'000	mTower \$'000	Mapletree Anson \$'000	MLHF \$'000	Total \$'000
Gross revenue	169,323	215,104	40,219	34,506	19,845	478,997
Property operating expenses	(43,682)	(37,296)	(10,791)	(6,602)	(3,616)	(101,987)
<b>Segment net property income</b>	<b>125,641</b>	<b>177,808</b>	<b>29,428</b>	<b>27,904</b>	<b>16,229</b>	<b>377,010</b>
Finance income						754
Finance expenses						(76,848)
Manager's management fees						(37,538)
Trustee's fees						(1,049)
Other trust expenses						(1,153)
Foreign exchange gain						8,639
Net change in fair value of financial derivative						(8,786)
<b>Profit before tax and fair value change in investment properties</b>						<b>261,029</b>
Net change in fair value of investment properties	(121,586)	6,418	(53,362)	(15,349)	(8,541)	(192,420)
<b>Profit for the financial year before tax</b>						<b>68,609</b>
Income tax expense						(3)
<b>Profit for the financial year after tax before distribution</b>						<b>68,606</b>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2021 is as follows:

	Mapletree					
	VivoCity \$'000	MBC \$'000	mTower \$'000	Anson \$'000	MLHF \$'000	Total \$'000
Segment assets						
– Investment properties	3,148,000	3,761,000	742,000	747,000	339,000	8,737,000
– Plant and equipment	133	98	22	10	3	266
– Trade and other receivables	4,623	2,089	616	81	47	7,456
	<u>3,152,756</u>	<u>3,763,187</u>	<u>742,638</u>	<u>747,091</u>	<u>339,050</u>	<u>8,744,722</u>
Unallocated assets						
– Cash and cash equivalents						192,543
– Other receivables						175
– Tax recoverable						5,849
– Other current assets						528
– Derivative financial instruments						6,767
<b>Total assets</b>						<u>8,950,584</u>
Segment liabilities	<u>48,728</u>	<u>28,142</u>	<u>10,728</u>	<u>7,046</u>	<u>588</u>	<u>95,232</u>
Unallocated liabilities						
– Trade and other payables						71,822
– Borrowings						3,029,625
– Deferred tax liabilities						24,974
– Derivative financial instruments						19,963
<b>Total liabilities</b>						<u>3,241,616</u>
<b>Other segmental information</b>						
Additions to:						
– Investment properties	7,586	1,322	4,362	330	250	13,850
– Plant and equipment	<u>61</u>	<u>9</u>	<u>12</u>	<u>–</u>	<u>3</u>	<u>85</u>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 29. EVENTS OCCURRING AFTER BALANCE SHEET DATE

### (a) Distribution to Unitholders

Subsequent to the balance sheet date, the Manager announced a distribution of 5.14 cents per unit for the period 1 October 2021 to 31 March 2022.

### (b) Proposed Merger between MCT and MNACT

On 31 December 2021, 28 January 2022 and 21 March 2022, the Manager and the manager of MNACT jointly announced the Proposed Merger to be effected through the acquisition by MCT of all the issued and paid-up units of MNACT by way of a trust scheme of arrangement ("Trust Scheme") in accordance with the Singapore Code on Take-overs and Mergers. The Proposed Merger is subjected to the approvals of (i) MCT Unitholders and MNACT Unitholders; and (ii) certain regulatory authorities which are scheduled after the balance sheet date.

On 21 March 2022, the Manager announced to undertake a pro-rata non-renounceable preferential offering ("Proposed Preferential Offering") of up to \$2.2 billion at an issue price of \$2.0039 per unit to fund the additional cash requirement of the cash-only consideration of the Proposed Merger. Mapletree Investment Pte Ltd, the sponsor of MCT has provided an undertaking to subscribe for the Proposed Preferential Offering for an amount of up to \$2.2 billion and to a voluntary six-month lock-up of its entire unitholdings in the merged entity.

## 30. NEW OR REVISED ACCOUNTING STANDARDS AND INTERPRETATION

Below are the mandatory amendments to existing standards that have been published, and are relevant for the Group's accounting periods beginning on or after 1 April 2022 and which the Group has not early adopted.

### **Amendments to SFRS(I) 1-1 Presentation of Financial Statements: Classification of Liabilities as Current or Non-current (effective for annual periods beginning on or after 1 January 2023)**

The narrow-scope amendments to SFRS(I) 1-1 Presentation of Financial Statements clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. Classification is unaffected by the expectations of the entity or events after the reporting date (e.g. the receipt of a waiver or a breach of covenant). The amendments also clarify what SFRS(I) 1-1 means when it refers to the 'settlement' of a liability.

The amendments could affect the classification of liabilities, particularly for entities that previously considered management's intentions to determine classification and for some liabilities that can be converted into equity.

The Group does not expect any significant impact arising from applying these amendments.

## 31. AUTHORISATION OF FINANCIAL STATEMENTS

The financial statements were authorised for issue by the Manager and the Trustee on 21 April 2022.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

*(Constituted under a Trust Deed in the Republic of Singapore)*

## ANNUAL REPORT

*For the financial year ended 31 March 2022*

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## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### REPORT OF THE TRUSTEE

*For the financial year ended 31 March 2022*

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DBS Trustee Limited (the "Trustee") is under a duty to take into custody and hold the assets of Mapletree North Asia Commercial Trust ("MNACT") and its subsidiaries (the "Group") in trust for the holders ("Unitholders") of units in MNACT. In accordance with the Securities and Futures Act 2001, its subsidiary legislation and the Code on Collective Investment Schemes ("CCIS") (collectively referred to as the "laws and regulations"), the Trustee shall monitor the activities of Mapletree North Asia 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 dated 14 February 2013 (as amended) (the "Trust Deed") between the Trustee and the Manager 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 MNACT and the Group during the financial year covered by these financial statements, set out on pages 8 to 90, 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, 13 May 2022

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### STATEMENT BY THE MANAGER

*For the financial year ended 31 March 2022*

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In the opinion of the Directors of Mapletree North Asia Commercial Trust Management Ltd., the accompanying financial statements of Mapletree North Asia Commercial Trust ("MNACT") and its subsidiaries (the "Group"), as set out on pages 8 to 90, comprising the Statements of Financial Position of MNACT and the Group, and Portfolio Statement of the Group as at 31 March 2022, the Statements of Profit and Loss, Statements of Comprehensive Income, Distribution Statements and Statements of Changes in Equity of MNACT and the Group, the Consolidated Statement of Cash Flows of the Group and Notes to the Financial Statements for the financial year then ended are drawn up so as to present fairly, in all material respects, the financial position of MNACT and of the Group as at 31 March 2022, the portfolio holdings of the Group as at 31 March 2022, and the financial performance, amount distributable and movements in Unitholders' funds of MNACT and of the Group and the consolidated cash flows of the Group for the financial year then ended in accordance with the Singapore Financial Reporting Standards (International) and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting. At the date of this statement, there are reasonable grounds to believe that MNACT and the Group will be able to meet its financial obligations as and when they materialise.

For and on behalf of the Manager,  
Mapletree North Asia Commercial Trust Management Ltd.



Cindy Chow Pei Pei  
Director

Singapore, 13 May 2022

**INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF  
MAPLETREE NORTH ASIA COMMERCIAL TRUST**  
*(Constituted under a Trust Deed in the Republic of Singapore)*

**Report on the Audit of the Financial Statements**

**Our Opinion**

In our opinion, the accompanying consolidated financial statements and Portfolio Statement of Mapletree North Asia Commercial Trust ("MNACT") and its subsidiaries (the "Group"), and the Statement of Profit and Loss, Statement of Comprehensive Income, Statement of Financial Position, Distribution Statement and Statement of Changes in Equity of MNACT are properly drawn up in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)s") and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting, so as to present fairly, in all material respects, the consolidated financial position of the Group, the financial position of MNACT and the consolidated portfolio holdings of the Group as at 31 March 2022, the consolidated financial performance of the Group and the financial performance of MNACT, the consolidated amount distributable of the Group and the amount distributable of MNACT, the consolidated changes in equity of the Group and the changes in equity of MNACT, and the consolidated cash flows of the Group for the financial year ended on that date.

*What we have audited*

The financial statements of MNACT and the Group comprise:

- the statements of profit and loss of MNACT and of the Group for the financial year ended 31 March 2022;
- the statements of comprehensive income of MNACT and of the Group for the financial year then ended;
- the statements of financial position of MNACT and of the Group as at 31 March 2022;
- the distribution statements of MNACT and of the Group for the financial year then ended;
- the statements of changes in equity of MNACT and of the Group for the financial year then ended;
- the consolidated statement of cash flows of the Group for the financial year then ended;
- the portfolio statement of the Group as at 31 March 2022; 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 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.

**INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF  
MAPLETREE NORTH ASIA COMMERCIAL TRUST**  
*(Constituted under a Trust Deed in the Republic of Singapore)*

**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.

**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 2022. 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.

<b>Key Audit Matter</b>	<b>How our audit addressed the Key Audit Matter</b>
<b>Valuation of investment properties</b> <i>Refer to Note 13 (Investment Properties) to the financial statements.</i>	
<p>As at 31 March 2022, the carrying amount of the Group's investment properties of S\$8.0 billion accounted for 95% of the Group's total assets.</p> <p>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 discount rates, term and reversion rates and adjusted price per square metre and are dependent on the nature of each investment property and the prevailing market conditions.</p> <p>The key inputs used by the valuers as at 31 March 2022 are disclosed in Note 13 to the accompanying financial statements.</p> <p>Furthermore, the valuation reports obtained from independent property valuers for certain investment properties have highlighted the uncertainty of the Coronavirus Disease 2019 ("COVID-19") outbreak. Accordingly, the valuation of these investment properties may be subjected to more fluctuation subsequent to 31 March 2022 than during normal market conditions.</p>	<p>We involved our internal specialists in our audit procedures. Our audit procedures included the following:</p> <ul style="list-style-type: none"><li>• assessed the competency, capabilities and objectivity of the external valuers engaged by the Group;</li><li>• obtained an understanding of the techniques used by the external valuers in determining the valuations of individual investment properties;</li><li>• discussed the critical assumptions made by the external valuers for the key inputs used in the valuation techniques;</li><li>• tested the integrity of information on a sampling basis, including underlying lease and financial information provided to the external valuers; and</li><li>• assessed the reasonableness of the discount rates, term and reversion rates and adjusted price per square metre by benchmarking these against prior year inputs and those of comparable properties based on information available as at 31 March 2022.</li></ul> <p>We found the external valuers to be members 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.</p> <p>We have also assessed the adequacy of the disclosures relating to the assumptions and the impact of COVID-19 on the valuation of investment properties, as we consider them as likely to be significant to users of the financial statements given the estimation uncertainty and sensitivity of the valuations.</p>

**INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF  
MAPLETREE NORTH ASIA 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 "Report of the Trustee" and the "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 MNACT's Annual Report ("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 SFRS(I)s and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting 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 liquidate 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.

**INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF  
MAPLETREE NORTH ASIA COMMERCIAL TRUST**

*(Constituted under a Trust Deed in the Republic of Singapore)*

**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.
- 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.

**INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF  
MAPLETREE NORTH ASIA COMMERCIAL TRUST**

*(Constituted under a Trust Deed in the Republic of Singapore)*

**Auditor's Responsibilities for the Audit of the Financial Statements (continued)**

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 Alex Toh Wee Keong.

A handwritten signature in black ink, appearing to read 'PricewaterhouseCoopers' followed by a stylized 'WP' or similar initials.

PricewaterhouseCoopers LLP  
Public Accountants and Chartered Accountants  
Singapore, 13 May 2022

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## STATEMENTS OF PROFIT AND LOSS

For the financial year ended 31 March 2022

	Note	Group 2022 S\$'000	2021 S\$'000	MNACT 2022 S\$'000	2021 S\$'000
Gross revenue	3	426,676	391,415	-	-
Property operating expenses	4	(104,735)	(99,375)	-	-
<b>Net property income</b>		<b>321,941</b>	<b>292,040</b>	<b>-</b>	<b>-</b>
<i>Other income</i>					
Dividend income		-	-	118,524	128,677
Interest income		1,730	2,050	85	67
Other non-operating income - - insurance proceeds <sup>1</sup>		12,354	46,393	-	-
<i>Other gains</i>					
Net foreign exchange gain		1,700	1,525	772	453
<i>Expenses</i>					
Manager's management fees					
- Base fee		(23,922)	(21,591)	(18,235)	(15,847)
- Performance fee		-	-	-	-
Trustee's fee		(826)	(821)	(826)	(821)
Other trust expenses	5	(2,936)	(2,461)	(911)	(643)
Finance costs	6	(66,106)	(71,595)	-	-
Share of profit of a joint venture	17	22,965	3,428	-	-
<b>Profit before net change in fair value of investment properties and financial derivatives</b>		<b>266,900</b>	<b>248,968</b>	<b>99,409</b>	<b>111,886</b>
Net change in fair value of investment properties	13	(215,399)	(480,957)	-	-
Net change in fair value of financial derivatives		2,051	3,886	8,925	-
<b>Profit/(loss) before income tax</b>		<b>53,552</b>	<b>(228,103)</b>	<b>108,334</b>	<b>111,886</b>
Income tax expenses	7(a)	(31,551)	(36,459)	(15)	(12)
<b>Profit/(loss) for the financial year</b>		<b>22,001</b>	<b>(264,562)</b>	<b>108,319</b>	<b>111,874</b>
<b>Profit/(loss) attributable to:</b>					
Unitholders		16,759	(265,788)	103,270	111,874
Perpetual securities holders		5,049	-	5,049	-
Non-controlling interests <sup>2</sup>		193	1,226	-	-
		<b>22,001</b>	<b>(264,562)</b>	<b>108,319</b>	<b>111,874</b>
<b>Earnings per unit (cents)</b>					
- Basic and diluted	8	0.480	(7.857)	2.959	3.307

<sup>1</sup> Relates to the interim and final payments by the insurers, in connection with the insurance claims for property damage and revenue loss due to business interruption at Festival Walk.

<sup>2</sup> Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## STATEMENTS OF COMPREHENSIVE INCOME

For the financial year ended 31 March 2022

	Note	Group		MNACT	
		2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
<b>Profit/(loss) for the financial year</b>		<b>22,001</b>	<b>(264,562)</b>	<b>108,319</b>	<b>111,874</b>
<b>Other comprehensive income/(loss):</b>					
Items that may be reclassified subsequently to profit or loss:					
Currency translation differences					
- Gains/(loss)		67,228	(40,161)	-	-
- Reclassification		(1,137)	834	-	-
- Share of a foreign joint venture		(9,029)	(2,188)	-	-
- Hedges of net investment in foreign operation		6,854	-	-	-
Cash flow hedges					
- Fair value changes, net of tax		54,011	39,789	1,937	3,065
- Reclassification		(27,955)	(46,033)	114	821
<b>Other comprehensive income/(loss), net of tax</b>		<b>89,972</b>	<b>(47,759)</b>	<b>2,051</b>	<b>3,886</b>
<b>Total comprehensive income/(loss)</b>		<b>111,973</b>	<b>(312,321)</b>	<b>110,370</b>	<b>115,760</b>
<b>Total comprehensive income/(loss) attributable to:</b>					
Unitholders		106,822	(313,260)	105,321	115,760
Perpetual securities holders		5,049	-	5,049	-
Non-controlling interests*		102	939	-	-
		<b>111,973</b>	<b>(312,321)</b>	<b>110,370</b>	<b>115,760</b>

\* Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## STATEMENTS OF FINANCIAL POSITION

As at 31 March 2022

	Note	Group		MNACT	
		2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
<b>ASSETS</b>					
<b>Current assets</b>					
Cash and bank balances	9	247,279	252,198	59,017	87,092
Trade and other receivables	10	9,285	14,596	8,768	8,729
Other current assets	11	3,213	3,361	-	-
Inventories		560	569	-	-
Derivative financial instruments	12	16,388	1,990	2,810	1,404
		<b>276,725</b>	<b>272,714</b>	<b>70,595</b>	<b>97,225</b>
<b>Non-current assets</b>					
Derivative financial instruments	12	57,190	22,040	6,854	-
Investment properties	13	7,996,064	7,674,050	-	-
Plant and equipment	15	2,727	3,307	-	-
Investments in subsidiaries	16	-	-	2,921,753	2,691,823
Investment in a joint venture	17	123,353	116,562	-	-
		<b>8,179,334</b>	<b>7,815,959</b>	<b>2,928,607</b>	<b>2,691,823</b>
<b>Total assets</b>		<b>8,456,059</b>	<b>8,088,673</b>	<b>2,999,202</b>	<b>2,789,048</b>
<b>LIABILITIES</b>					
<b>Current liabilities</b>					
Trade and other payables	18	141,372	122,060	11,759	16,069
Borrowings	19	456,662	207,406	-	-
Lease liabilities		34	62	-	-
Current income tax liabilities	7(b)	40,251	27,805	27	151
Derivative financial instruments	12	1,536	9,544	697	1,342
		<b>639,855</b>	<b>366,877</b>	<b>12,483</b>	<b>17,562</b>
<b>Non-current liabilities</b>					
Trade and other payables	18	91,844	105,861	-	-
Borrowings	19	2,961,257	3,063,847	-	-
Lease liabilities		111	-	-	-
Derivative financial instruments	12	2,573	16,216	-	-
Deferred tax liabilities	20	155,643	150,749	-	-
		<b>3,211,428</b>	<b>3,336,673</b>	<b>-</b>	<b>-</b>
<b>Total liabilities</b>		<b>3,851,283</b>	<b>3,703,550</b>	<b>12,483</b>	<b>17,562</b>
<b>NET ASSETS</b>		<b>4,604,776</b>	<b>4,385,123</b>	<b>2,986,719</b>	<b>2,771,486</b>
Represented by:					
Unitholders' funds		4,152,659	4,275,933	2,736,144	2,771,424
General reserve	21	6,650	5,167	-	-
Hedging reserve	22	25,906	(104)	2,113	62
Foreign currency translation reserve	23	158,741	94,688	-	-
		<b>4,343,956</b>	<b>4,375,684</b>	<b>2,738,257</b>	<b>2,771,486</b>
Perpetual securities	24	248,462	-	248,462	-
Non-controlling interests*		12,358	9,439	-	-
		<b>4,604,776</b>	<b>4,385,123</b>	<b>2,986,719</b>	<b>2,771,486</b>
<b>UNITS IN ISSUE ('000)</b>	24	<b>3,527,974</b>	<b>3,434,337</b>	<b>3,527,974</b>	<b>3,434,337</b>
<b>NET ASSET VALUE PER UNIT (S\$)</b>		<b>1.231</b>	<b>1.274</b>	<b>0.776</b>	<b>0.807</b>

\* Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### DISTRIBUTION STATEMENTS

For the financial year ended 31 March 2022

	Group		MNACT	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Profit/(loss) for the financial year attributable to Unitholders	16,759	(265,788)	103,270	111,874
Adjustment for net effect of non-tax deductible/(chargeable) items and other adjustments (Note A)	222,460	475,938	135,949	98,276
Amount available for distribution	239,219	210,150	239,219	210,150
Amount available for distribution to Unitholders at beginning of the financial year	113,321	16,639	113,321	16,639
	352,540	226,789	352,540	226,789
Distribution to Unitholders:				
Distribution of 0.496 cents per unit for the period from 28 February 2020 to 31 March 2020	-	(16,636)	-	(16,636)
Distribution of 2.876 cents per unit for the period from 1 April 2020 to 30 September 2020	-	(96,832)	-	(96,832)
Distribution of 3.299 cents per unit for the period from 1 October 2020 to 31 March 2021	(113,299)	-	(113,299)	-
Distribution of 3.426 cents per unit for the period from 1 April 2021 to 30 September 2021	(119,528)	-	(119,528)	-
Total Unitholders' distribution (including capital return) (Note B)	(232,827)	(113,468)	(232,827)	(113,468)
Amount available for distribution to Unitholders at end of the financial year	119,713	113,321	119,713	113,321
<b>Note A:</b>				
<b>Adjustment for net effect of non-tax deductible/(chargeable) items and other adjustments comprises:</b>				
Major non-tax deductible/(chargeable) items:				
- Trustee's fee	826	821	826	821
- Financing fees	5,019	4,691	-	-
- Net change in fair value of investment properties net of deferred tax impact	186,788	475,352	-	-
- Manager's base fee paid/payable in units	18,235	15,847	18,235	15,847
- Property Manager's management fees paid/payable in units	10,419	9,605	-	-
- Net change in fair value of financial derivatives	(2,051)	(3,886)	(8,925)	-
- Net foreign exchange gain on capital item	(1,137)	834	-	-
Net overseas income distributed back to MNACT in the form of capital returns	-	-	100,610	74,549
Net overseas income not distributed to MNACT	-	-	24,769	7,371
Other non-tax deductible items and other adjustments	12,270	12,722	434	(312)
	230,369	515,986	135,949	98,276
Insurance proceeds (net of tax) <sup>1</sup>	(11,440)	(40,048)	-	-
Excess of distribution over Festival Walk Top-Ups <sup>2</sup>	3,531	-	-	-
	222,460	475,938	135,949	98,276

<sup>1</sup> Insurance proceeds (net of tax) of S\$11.4 million (2021: S\$40.0 million) relating to the claims for property damage and revenue loss due to business interruption ("Business Interruption Insurance Amount") at Festival Walk, were received. As announced on 24 November 2021, any Business Interruption Insurance Amount in excess of the distribution top-ups will be distributed to Unitholders.

<sup>2</sup> Festival Walk Top-Ups comprise (i) the estimated loss of Festival Walk retail revenue for the period from 13 November 2019 to 15 January 2020 (ii) the estimated loss of Festival Walk office revenue for the period from 13 November 2019 to 25 November 2019. Festival Walk Top-Ups were made so as to mitigate the impact on the distributable income as rental from the tenants was not collectable over those periods that the mall and office were closed, until such time as the loss of revenue is recovered through insurance claims.

The accompanying notes form an integral part of these financial statements.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### DISTRIBUTION STATEMENTS

*For the financial year ended 31 March 2022*

	<u>Group</u>		<u>MNACT</u>	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
<b>Note B:</b>				
<b>Total Unitholders' distribution:</b>				
- From operations	126,818	74,936	126,818	74,936
- From Unitholders' contribution	106,009	38,532	106,009	38,532
	<b>232,827</b>	<b>113,468</b>	<b>232,827</b>	<b>113,468</b>

*The accompanying notes form an integral part of these financial statements.*

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### STATEMENTS OF CHANGES IN EQUITY For the financial year ended 31 March 2022

	Note	Group 2022 S\$'000	2021 S\$'000	MNACT 2022 S\$'000	2021 S\$'000
<b>Operations</b>					
Beginning of the financial year		1,393,442	1,735,551	(111,067)	(148,005)
Profit/(loss) for the financial year		16,759	(265,788)	103,270	111,874
Distributions to Unitholders		(126,818)	(74,936)	(126,818)	(74,936)
Transfer to general reserve		(1,483)	(1,385)	-	-
<b>End of the financial year</b>		<b>1,281,900</b>	<b>1,393,442</b>	<b>(134,615)</b>	<b>(111,067)</b>
<b>Unitholders' contribution</b>					
Beginning of the financial year		2,882,491	2,840,118	2,882,491	2,840,118
Management fees paid in units		28,569	18,163	28,569	18,163
Issuance of units arising from Distribution Reinvestment Plan		65,930	63,422	65,930	63,422
Issue expenses		(222)	(680)	(222)	(680)
Distributions to Unitholders		(106,009)	(38,532)	(106,009)	(38,532)
<b>End of the financial year</b>		<b>2,870,759</b>	<b>2,882,491</b>	<b>2,870,759</b>	<b>2,882,491</b>
<b>Unitholders' funds at end of the financial year</b>		<b>4,152,659</b>	<b>4,275,933</b>	<b>2,736,144</b>	<b>2,771,424</b>
<b>General reserve</b>					
Beginning of the financial year		5,167	3,782	-	-
Transfer from Operations		1,483	1,385	-	-
<b>End of the financial year</b>	21	<b>6,650</b>	<b>5,167</b>	<b>-</b>	<b>-</b>
<b>Hedging reserve</b>					
Beginning of the financial year		(104)	6,164	62	(3,824)
Fair value changes, net of tax		53,985	39,784	1,937	3,065
Reclassification to profit or loss, net of tax		(27,975)	(46,052)	114	821
<b>End of the financial year</b>	22	<b>25,906</b>	<b>(104)</b>	<b>2,113</b>	<b>62</b>
<b>Foreign currency translation reserve</b>					
Beginning of the financial year		94,688	135,892	-	-
Reclassification to profit or loss		(1,137)	834	-	-
Translation differences relating to:					
– foreign subsidiaries and quasi-equity loans		67,365	(39,850)	-	-
– a foreign joint venture		(9,029)	(2,188)	-	-
– Hedges of net investment in foreign operation		6,854	-	-	-
<b>End of the financial year</b>	23	<b>158,741</b>	<b>94,688</b>	<b>-</b>	<b>-</b>
<b>Net assets attributable to Unitholders at end of the financial year</b>		<b>4,343,956</b>	<b>4,375,684</b>	<b>2,738,257</b>	<b>2,771,486</b>
<b>Perpetual securities</b>					
Beginning of the financial year		-	-	-	-
Issuance of perpetual securities		250,000	-	250,000	-
Issue expenses		(2,200) <sup>1</sup>	-	(2,200)	-
Amount reserved for distribution <sup>2</sup>		5,049	-	5,049	-
Distribution paid		(4,387)	-	(4,387)	-
	24	<b>248,462</b>	<b>-</b>	<b>248,462</b>	<b>-</b>

<sup>1</sup> Includes accrued issue expenses amounting to S\$943,000 as at 31 March 2022.

<sup>2</sup> MNACT issued S\$250,000,000 3.50% perpetual securities ("Perps") on 8 June 2021 to partially fund the acquisition of Hewlett Packard Japan Headquarters Building ("HPB") and entered into cross currency interest rate swap ("CCIRS") to swap JPY to SGD. MNACT designated the CCIRS as a net investment hedge whose change in fair value of \$6,854,000 for the financial year ended 31 March 2022 is recognised in other comprehensive income.

	Contractual amount under Perps \$'000	Related hedging gain from CCIRS \$'000	Net \$'000
Amount reserved for distribution up to end of financial year	8,343	(3,294)	5,049
Distribution paid on 8 December 2021	(5,610)	1,223	(4,387)

*The accompanying notes form an integral part of these financial statements.*

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### STATEMENTS OF CHANGES IN EQUITY

*For the financial year ended 31 March 2022*

	Note	<b>2022</b> <b>S\$'000</b>	<u>Group</u> 2021 S\$'000	<b>2022</b> <b>S\$'000</b>	<u>MNACT</u> 2021 S\$'000
<b>Non-controlling interests</b>					
Beginning of the financial year		9,439	9,123	-	-
Profit for the financial year		193	1,226	-	-
Cash flow hedges				-	-
- Fair value changes, net of tax		26	5	-	-
- Reclassification, net of tax		20	19	-	-
Contribution from non-controlling interests		3,236	-	-	-
Distributions to non-controlling interests (capital returns)		(419)	(623)	-	-
Translation differences relating to foreign subsidiaries and quasi-equity loans		(137)	(311)	-	-
<b>End of the financial year</b>		<b>12,358</b>	<b>9,439</b>	<b>-</b>	<b>-</b>

*The accompanying notes form an integral part of these financial statements.*

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2022

	Note	2022 S\$'000	Group 2021 S\$'000
<b>Cash flows from operating activities</b>			
Profit/(loss) for the financial year		22,001	(264,562)
Adjustments for:			
- Income tax expenses	7(a)	31,551	36,459
- Amortisation of rent free incentive		1,259	(119)
- Depreciation	15	1,314	1,306
- Plant and equipment written off		-	35
- Net change in fair value of investment properties	13	215,399	480,957
- Net change in fair value of financial derivatives		(2,051)	(3,886)
- Manager's management fees paid/payable in units		18,235	15,847
- Property Manager's management fees paid/payable in units		10,419	9,605
- Finance costs	6	66,106	71,595
- Interest income		(1,730)	(2,050)
- Net foreign exchange (gain)/loss on capital item		(1,137)	834
- Share of profit of a joint venture		(22,965)	(3,428)
Operating cash flows before working capital changes		338,401	342,593
Changes in working capital:			
- Trade and other receivables and other current assets		1,411	1,345
- Inventories		12	69
- Trade and other payables		(1,310)	(5,498)
Cash generated from operations		338,514	338,509
Income tax paid	7(b)	(22,657)	(25,403)
<b>Net cash provided by operating activities</b>		<b>315,857</b>	<b>313,106</b>
<b>Cash flows from investing activities</b>			
Distribution received from joint venture		4,393	-
Additions to investment properties	13	(38,645)	(19,743)
Additions to plant and equipment	15	(569)	(957)
Net cash outflow on acquisition of investment property		(486,451)	-
Net cash outflow on investment in a joint venture		-	(114,650)
Interest income received		1,853	1,491
<b>Net cash used in investing activities</b>		<b>(519,419)</b>	<b>(133,859)</b>
<b>Cash flows from financing activities</b>			
Repayment of borrowings		(234,012)	(614,599)
Repayment of medium term notes		(175,000)	-
Proceeds from borrowings		595,035	638,605
Financing fees paid		(4,360)	(3,889)
Net proceeds		181,663	20,117
Principal payment of lease liabilities		(62)	(77)
Payment of issue expenses for distribution reinvestment plan		(222)	(500)
Payment of distributions to Unitholders (net of distribution in units) <sup>1</sup>		(166,897)	(84,225)
Payment of distributions to non-controlling interests		(419)	(623)
Payment of distributions to perpetual securities holders		(4,387)	-
Contribution from non-controlling interests		3,236	-
Interest paid		(61,881)	(65,904)
Change in restricted cash		(2,158)	(5,003)
Proceeds from issuance of perpetual securities, net of transaction costs		248,743	-
<b>Net cash provided/(used in) by financing activities</b>		<b>197,616</b>	<b>(136,215)</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(5,946)</b>	<b>43,032</b>
Cash and cash equivalents at beginning of the financial year		229,276	188,208
Effect of currency translation on cash and cash equivalents		341	(1,964)
<b>Cash and cash equivalents at end of the financial year</b>	9	<b>223,671</b>	<b>229,276</b>

<sup>1</sup> This amount excludes S\$65.9 million (2021: S\$63.4 million) distributed through the issuance of 64,949,627 new units (2021: 70,129,942) in MNACT in FY21/22 as part payment of distributions for the periods from 1 October 2020 to 31 March 2021 and 1 April 2021 to 30 September 2021 (FY20/21: 1 January 2020 to 31 March 2020 and 1 April 2020 to 30 September 2020) pursuant to the Distribution Reinvestment Plan ("DRP").

The accompanying notes form an integral part of these financial statements.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2022

### Reconciliation of liabilities arising from financing activities

	Beginning of financial year \$'000	Net cash flows \$'000	Non-cash changes Finance costs (Note 6) \$'000	Foreign exchange movement \$'000	End of financial year \$'000
<b>2022</b>					
Borrowings	3,271,253	181,663	5,036	(40,033)	3,417,919
Interest payable within "Trade and other payables" (Note 18)	7,752	(61,881)	61,070	(171)	6,770
<b>2021</b>					
Borrowings	3,372,308	20,117	4,693	(125,865)	3,271,253
Interest payable within "Trade and other payables" (Note 18)	8,603	(65,904)	66,902	(1,849)	7,752

The accompanying notes form an integral part of these financial statements.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## PORTFOLIO STATEMENT

As at 31 March 2022

Description of properties	Acquisition date	Term of lease	Remaining term of lease	Location	Existing use	Gross financial revenue year ended 31/03/2022	Gross financial revenue for year ended 31/03/2021	Occupancy rates at 31/03/2022	Occupancy rates at 31/03/2021	Latest valuation date	Valuation at 31/03/2022	Valuation at 31/03/2021	Percentage of net assets attributable to Unitholders at 31/03/2022	Percentage of net assets attributable to Unitholders at 31/03/2021
<b>Investment property in The Hong Kong Special Administrative Region of China ("Hong Kong SAR"):</b>														
Festival Walk	07/03/2013	54 years	25 years	No. 80 Tat Chee Avenue, Kowloon Tong, Hong Kong SAR	Commercial	204,445	185,163	99.6	99.6	31/03/2022	4,455,211	4,520,082	102.6%	103.3
<b>Investment properties in China ("China"):</b>														
Gateway Plaza	07/03/2013	50 years	31 years	No. 18 Xiaguangli, ending in East 3rd Ring Road 2053 North, Chaoyang District, Beijing, China	Commercial	82,538	79,142	94.3	92.9	31/03/2022	1,360,257	1,334,441	31.3%	30.5
Sandhill Plaza	17/06/2015	50 years	38 years	Blocks 1 to 5 and ending in 7 to 9, No. 2290 Zuchongzhi Road, Pudong New District, Shanghai, China	Commercial	27,484	25,807	98.6	97.9	31/03/2022	519,612	500,727	11.9%	11.5
<b>Investment properties in Japan ("Japan Properties")</b>														
IXINAL Monzen-nakacho Building ("MON")	25/05/2018	Freehold	-	5-4, Fukuzumi 2-chome, Koto-ku, Tokyo, Japan	Commercial	5,576	5,365	100.0	100.0	31/03/2022	99,772	101,056	2.3%	2.3
Higashi-nihonbashi 1-chome Building ("HNB")	25/05/2018	Freehold	-	4-6, Higashi-Nihonbashi 1-chome, Chuo-ku, Tokyo, Japan	Commercial	1,643	1,659	100.0	100.0	31/03/2022	30,059	29,403	0.7%	0.7
TSS Ikebukuro Building ("TSI")	25/05/2018	Freehold	-	63-4, Higashi-Ikebukuro 2-chome, Toshima-ku, Tokyo, Japan	Commercial	3,403	3,672	100.0	100.0	31/03/2022	64,627	65,847	1.5%	1.5

The accompanying notes form an integral part of these financial statements.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## PORTFOLIO STATEMENT

As at 31 March 2022

Description of properties	Acquisition date	Term of lease	Remaining term of lease	Location	Existing use	Gross financial revenue year ended 31/03/2022	Gross financial revenue for year ended 31/03/2022	Occupancy rates at 31/03/2022	Occupancy rates at 31/03/2021	Latest valuation date	Valuation at 31/03/2022	Valuation at 31/03/2021	Percentage of net assets attributable to Unitholders at 31/03/2022	Percentage of net assets attributable to Unitholders at 31/03/2021
<b>Investment properties in Japan ("Japan Properties") (continued)</b>														
ABAS Shin-Yokohama Building ("ASY")	25/05/2018	Freehold	-	6-1, Shin-Yokohama 2-chome, Kohoku-ku, Yokohama City, Kanagawa, Japan	Commercial	2,226	2,282	100.0	100.0	31/03/2022	34,568	34,839	0.8%	0.8
SII Makuhari Building ("SMB")	25/05/2018	Freehold	-	8, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial	21,818	23,392	100.0	100.0	31/03/2022	237,003	349,621	5.5%	8.0
Fujiitsu Makuhari Building ("FJM")	25/05/2018	Freehold	-	9-3, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial	13,895	14,896	100.0	100.0	31/03/2022	225,441	238,434	5.2%	5.4
Omori Prime Building ("OPB")	28/02/2020	Freehold	-	21-12, Minami-oi 6-chome, Shinagawa-ku, Tokyo, Japan	Commercial	5,013	5,309	100.0	100.0	31/03/2022	88,558	88,208	2.0%	2.0
mBAY POINT Makuhari ("MBP")	28/02/2020	Freehold	-	6, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial	42,270	44,728	92.2	93.9	31/03/2022	410,419	411,392	9.4%	9.4
Hewlett-Packard Japan Headquarters Building ("HPB")	18/06/2021	Freehold	-	2-1, Ojima 2-chome, Koto-ku, Tokyo, Japan	Commercial	16,365	-	100.0	-	31/03/2022	470,537	-	10.8%	-
Investment properties - Group						426,676	391,415				7,996,064	7,674,050	184.0	175.4
Other assets and liabilities - Group											(3,391,288)	(3,288,927)	(78.0)	(75.2)
Net assets											4,604,776	4,385,123	106.0	100.2
Less: Non-controlling interests											(12,358)	(9,439)	(0.3)	(0.2)
Less: Perpetual securities											(248,462)	-	(5.7)	-
Net assets attributable to Unitholders											4,343,956	4,375,684	100.0	100.0

### Notes:

The carrying amounts of the investment properties as at 31 March 2022 were based on independent full valuations undertaken by Knight Frank Petty Limited (HK SAR and China properties) (2021: Cushman & Wakefield Limited) and JLL Mori Valuation & Advisory K.K. (Japan Properties) (2021: CBRE K.K.), independent valuers. Knight Frank Petty Limited and JLL Mori Valuation & Advisory K.K. (2021: Cushman & Wakefield Limited and CBRE K.K.) have the appropriate professional qualifications and experience in the locations and category of the properties being valued. The full valuations of the investment properties were based on discounted cash flow method, term and reversion (2021: income capitalisation) method and direct comparison method. The direct comparison method is only used for China properties.

Investment properties comprise a portfolio of commercial properties that are leased to external customers. Generally, the leases contain an initial non-cancellable period of 1 to 10 years. Subsequent renewals are negotiated with the lessees.

*The accompanying notes form an integral part of these financial statements.*

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

#### 1. General

Mapletree North Asia Commercial Trust ("MNACT") is a Singapore-domiciled Real Estate Investment Trust constituted pursuant to the Trust Deed dated 14 February 2013 (as amended) between Mapletree North Asia Commercial Trust Management Ltd. (as Manager) and DBS Trustee Limited (as Trustee). The Trust Deed is governed by the laws of the Republic of Singapore.

MNACT was formally admitted to the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") on 7 March 2013 and was approved for inclusion under the Central Provident Fund ("CPF") Investment Scheme on 23 January 2013.

The principal activity of MNACT and its subsidiaries (the "Group") is to invest, directly or indirectly, in a diversified portfolio of income-producing real estate in China, Hong Kong SAR, Japan and South Korea. It focuses primarily on commercial assets (predominantly for retail and/or office use), as well as other real estate-related assets. It has the primary objective of achieving an attractive level of return from rental income and long-term capital growth.

MNACT has entered into several service agreements in relation to the management of MNACT and its property operations. The fee structures for these services are as follows:

##### (A) Trustee's fees

The Trustee's fees shall not exceed 0.1% per annum of the value of all the assets of MNACT ("Deposited Property") (subject to a minimum of S\$15,000 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 out of the Deposited Property of MNACT monthly, in arrears. 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 S\$15,000 per month). At inception, the Trustee was paid a one-time inception fee of S\$50,000.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 1. General (continued)

##### (B) Management fees

The Manager or its nominees are entitled to receive the following remuneration:

- (i) a base fee of 10.0% per annum of the Distributable Income or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders; and
- (ii) a performance fee of 25.0% of the difference in Distribution per Unit ("DPU") in a financial year with the DPU in the preceding financial year (calculated before accounting for the performance fee in each financial year) multiplied by the weighted average number of units in issue for such financial year, or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders.

The management fees payable to the Manager or its nominees will be paid in the form of cash and/or Units. In relation to the Japan Properties, the asset management services are provided by Mapletree Investments Japan Kabushiki Kaisha ("MIJ"). In view of the fees payable in cash to the MIJ for the Japan Properties, the Manager has elected to waive the Base Fee, which it is otherwise entitled to under the Trust Deed for as long as the Manager and MIJ are wholly-owned by Mapletree Investments Pte Ltd and the MIJ continues to receive the Japan Asset Management Fee in respect of the Japan Properties.

Where the management base fees are paid in cash, the amounts are paid monthly, in arrears. Where the management base fees are paid in the form of Units, the amounts are paid quarterly, in arrears.

The management performance fees are paid annually in arrears, whether in the form of cash and/or Units.

The Manager has waived its entitlement to performance fee provided under the Trust Deed until such time that the Group's DPU exceeds 7.124 cents ("Threshold DPU"), which was the DPU achieved in FY19/20, prior to the full year impact of COVID-19. Accordingly, the Manager has waived the FY21/22 performance fee of S\$5,601,000, to which it is entitled, as FY21/22 reported DPU of 6.819 cents is higher than FY20/21 DPU of 6.175 cents.

Upon the Group's DPU performance exceeding the Threshold DPU, the waiver will cease (and the Threshold DPU will no longer be applicable) in subsequent years, and the Manager will continue to be entitled to receive the performance fee in accordance with the Trust Deed.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 1. General (continued)

##### (C) Acquisition and Divestment fee

The Manager or its nominees are entitled to receive the following fees:

- (i) an acquisition fee not exceeding 0.75% and 1.0% of the acquisition price of any Authorised Investments (as defined in the Trust Deed) from Related Parties and all other acquisitions respectively, acquired directly or indirectly, through one or more Special Vehicles ("SPV"), pro-rated if applicable to the proportion of MNACT's interest; and
- (ii) a divestment fee not exceeding 0.5% of the sale price of any Authorised Investments, sold or divested directly or indirectly through one or more SPVs, pro-rated if applicable to the proportion of MNACT's interest.

The acquisition and disposal fee will be paid in the form of cash and/or Units and is payable as soon as practicable after completion of the acquisition and disposal respectively.

##### (D) Fees under the Property Management Agreement

###### (i) Property management services

The Trustee will pay Mapletree North Asia Commercial Property Management Limited (the "Property Manager"), for each Fiscal Year (as defined in the Property Management Agreement), the following fees:

- 2.0% per annum of the gross revenue for the relevant property;
- 2.0% per annum of the net property income ("NPI") for the relevant property (calculated before accounting for the property management fee in that financial period); and
- where any service is provided by a third party service provider, the Property Manager will be entitled to receive a fee equal to 20% of all fees payable to such third party service provider for supervising and overseeing the services rendered by the third party service provider. Such services shall include, but not limited to, master planning work, retail planning work and environmental impact studies.

The property management fees will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 1. General (continued)

##### (D) Fees under the Property Management Agreement (continued)

###### (ii) Marketing services

Under the Property Management Agreement, the Trustee will pay the Property Manager, the following commissions:

- up to 1 month's gross rent inclusive of service charge for securing a tenancy of 3 years or less;
- up to 2 months' gross rent inclusive of service charge for securing a tenancy of more than 3 years;
- up to 0.5 month's gross rent inclusive of service charge for securing a renewal of tenancy of 3 years or less; and
- up to 1 month's gross rent inclusive of service charge for securing a renewal tenancy of more than 3 years.

The Property Manager is not entitled to the marketing services commissions if such service is (i) performed by staff of the asset holding company or (ii) performed by third party service providers.

The marketing services commissions will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

###### (iii) Project management services

The Trustee will pay the Property Manager a project management fee subject to:

- a limit of up to 3.0% of the total construction costs incurred for the development or redevelopment, the refurbishment, retrofitting and renovation works on a property; and
- (in the event that the project management fee is more than S\$100,000), an opinion issued by an independent quantity surveyor, to be appointed by the Trustee upon recommendation by the Manager, that the project management fee is within market norms and reasonable range.

The project management fees will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 1. General (continued)

##### (D) Fees under the Property Management Agreement (continued)

###### (iv) Staff costs reimbursement

The Property Manager employs the centre management team and the persons to run the ice rink business of Festival Walk. The Property Manager is entitled to the following:

- reimbursement for the cost of employing the centre management team of Festival Walk and the persons to run the ice rink business of Festival Walk; and
- 3.0% of such employment cost.

The staff costs reimbursement will be paid in the form of cash.

#### 2. Significant accounting policies

##### 2.1 Basis of preparation

The financial statements have been prepared in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)", the applicable requirements of the Code on Collective Investment Schemes ("CCIS") issued by the Monetary Authority of Singapore ("MAS") relating to financial reporting and the provisions of the Trust Deed.

These financial statements, which are expressed in Singapore Dollars and rounded to the nearest thousand, have been prepared under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of financial statements in conformity with SFRS(I) requires the Manager to exercise its judgement in the process of applying the Group's accounting policies. It also requires the use of certain critical accounting estimates and assumptions. Information about an area involving a higher degree of judgement, where assumptions and estimates are significant to the financial statements, is disclosed in Note 13 - Investment Properties. The assumptions and estimates were used by the independent valuers in arriving at their valuations.

##### ***New or amended financial reporting standards effective this financial year***

On 1 April 2021, the Group has adopted the new or amended SFRS(I) and Interpretations of SFRS(I) ("INT SFRS(I)") 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 transitional provisions in the respective SFRS(I) and INT SFRS(I).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.1 Basis of preparation (continued)

##### ***New or amended financial reporting standards effective this financial year (continued)***

The adoption of these new or amended SFRS(I) and INT SFRS(I) did not result in substantial changes to the Group's accounting policies and had no material effect on the amounts reported for the current or prior financial years, including the adoption of the Interest Rate Benchmark Reform – Phase 2 (Amendments to SFRS(I) 9, SFRS(I) 7 and SFRS(I) 16) (collectively the "Phase 2 Amendments") explained below.

##### ***Interest Rate Benchmark Reform – Phase 2 amendments (replacement of benchmark interest rates – when there is no longer uncertainty arising from interest rate benchmark reform)***

Following the global financial crisis, the reform and replacement of benchmark interest rates such as LIBOR, SOR, HIBOR, TIBOR and other IBORs has become a priority for global regulators. The Group's risk exposure that is directly affected by the IBOR reform predominantly comprises its variable rate bank borrowings that are linked to the Singapore Swap Offer Rate ("SOR") and the United States Dollar London Inter-bank Offer Rate ("USD LIBOR"). These floating rate bank borrowings are hedged using cross currency interest rate swaps, which have been designated as cash flow hedges.

The Group's communication with its counterparties is ongoing for these affected instruments and the Group has continued to apply temporary reliefs provided previously under "*Phase 1 Amendments (prior to interest rate benchmark reform – when there is uncertainty arising from interest rate benchmark reform)*" for hedge accounting on cash flow hedges relating to SOR and USD LIBOR risks that are affected by the IBOR reform as IBOR uncertainty is still present. The Group has ascertained that IBOR uncertainty is still present with respect to its cash flow hedge of SOR-linked and USD LIBOR-linked borrowings with interest rate fixing dates falling after 30 June 2023 because the hedging instruments and hedged items have not yet been transitioned to SORA and SOFR respectively.

The Group has adopted the Phase 2 Amendments. In accordance with the transition provisions, the Phase 2 Amendments shall be applied retrospectively to hedging relationships and financial instruments (*when there is no longer IBOR uncertainty*). The Group elected not to restate comparatives for the prior period to reflect these amendments as the Group had no transaction for which the benchmark rate had been replaced with an alternative benchmark rate as at 31 March 2021. Accordingly, comparative amounts have not been restated, and there was no impact on the current period opening reserves amounts on adoption.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

## 2. Significant accounting policies (continued)

### 2.1 Basis of preparation (continued)

#### ***New or amended financial reporting standards effective this financial year (continued)***

##### Financial instruments measured at amortised cost and lease liabilities

If there is a change in the basis of determining the contractual cash flows of a financial instrument measured at amortised cost due to the interest rate benchmark reform, Phase 2 Amendments provide practical expedients that allow the Group to update the effective interest rate of the financial instruments to reflect the change that is required by inter-bank offered rate ("IBOR") reform. No immediate gain or loss is recognised.

These expedients are only applicable to changes that are required by IBOR reform, which is the case if, and only if, the change is necessary as a direct consequence of IBOR reform and the new basis for determining the contractual cash flows is economically equivalent to the previous basis immediately preceding the change.

For the financial year ended 31 March 2022, the Group had not applied the practical expedients provided under Phase 2 Amendments as its bank borrowings as at 1 April 2021 which were affected by IBOR reform had not yet transitioned to new benchmark rates.

Further information on the hedging relationships have been disclosed in Note 12. The expected transition from SOR to Singapore Overnight Rate Average ("SORA") and USD LIBOR to Secured Overnight Financing Rate ("SOFR") had no effect on the amounts reported for the current and prior financial years.

The following table contains details of all the financial instruments that the Group held at 31 March 2022 which were referenced to SOR and USD LIBOR and had not yet transitioned to new benchmark rates:

	<u>SOR</u>		<u>USD LIBOR</u>		<u>Total</u>	
	Carrying amount S\$'000	Of which: Not yet transited to an alternative benchmark rate S\$'000	Carrying amount S\$'000	Of which: Not yet transited to an alternative benchmark rate S\$'000	Carrying amount S\$'000	Of which: Not yet transited to an alternative benchmark rate S\$'000
<b>Group:</b>						
<b>31 March 2022</b>						
Assets						
- Derivative financial instruments	<b>11,924</b>	<b>11,924</b>	<b>3,052</b>	<b>3,052</b>	<b>14,976</b>	<b>14,976</b>
Liabilities						
- Borrowings	<b>97,000</b>	<b>97,000</b>	<b>109,155</b>	<b>109,155</b>	<b>206,155</b>	<b>206,155</b>

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.1 Basis of preparation (continued)

##### ***New or amended financial reporting standards effective this financial year (continued)***

##### **Effect of IBOR reform**

Given that the critical terms are assumed to continue to match, the change in fair value of the hedged risks are the same as the change in fair value of the hedging instruments. Therefore, no hedge ineffectiveness is recognised as a result of the expected transition of the cash flow hedges from SOR to SORA and USD LIBOR to SOFR respectively.

##### 2.2 Revenue recognition

##### *(a) Rental income and service charges from operating leases*

Rental income and service charges from operating leases (net of any incentives given to the lessees) on investment properties are recognised on a straight-line basis over the lease term. Contingent rents, which include turnover rental income, are recognised as income in the profit or loss when earned.

Any changes in the scope or the consideration for a lease, that was not part of the original terms and conditions of the lease (for example, rent concessions given which were not contemplated as part of the original terms and conditions of the lease) are accounted for as lease modifications.

For operating leases, the Group accounts for a modification to an operating lease as a new lease from the effective date of the modification, recognising the remaining lease payments as income on a either a straight-line basis or another systematic basis over the remaining lease term.

##### *(b) Interest income*

Interest income is recognised on a time proportion basis using the effective interest method.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.2 Revenue recognition (continued)

###### (c) *Dividend income*

Dividend income is recognised when the right to receive payment is established.

##### 2.3 Expenses

###### (a) *Property operating expenses*

Property operating expenses are recognised on an accrual basis. Included in property operating expenses are Property Manager's fees which are based on the applicable formula set out in Note 1(D).

###### (b) *Management fees*

Management fees are recognised on an accrual basis using the applicable formula set out in Note 1(B).

###### (c) *Trustee's fees*

Trustee's fees are recognised on an accrual basis using the applicable formula set out in Note 1(A).

##### 2.4 Borrowing costs

Borrowing costs are recognised in profit or loss using the effective interest method, except for those costs that are directly attributable to the construction or development of properties. This includes those costs on borrowings acquired specifically for the construction or development of properties, as well as those in relation to general borrowings used to finance the construction or development of properties.

The actual borrowing costs incurred during the financial 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 expenditure that are financed by general borrowings.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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#### **2. Significant accounting policies (continued)**

##### **2.5 Income tax**

Taxation on the return for the financial year comprises current and deferred income tax.

Current income tax for the current and prior periods is recognised at the amount expected to be paid or to be recovered from the tax authorities, using tax rates enacted or substantively enacted by the reporting date.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts expected to be paid to the tax authorities.

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 initial recognition of goodwill or 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 asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilised. The carrying amount of deferred income tax asset is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

A deferred income tax liability is recognised on temporary differences arising on investment in subsidiaries and joint venture except where the Group is able to control the timing of the reversal of the temporary differences and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax asset and liability are offset when there is a legally enforceable right to set off current income tax asset against current income tax liability and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current income tax asset and liability on a net basis.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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#### 2. Significant accounting policies (continued)

##### 2.5 Income tax (continued)

Deferred income tax is 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, except for investment properties. Investment properties measured at fair value are presumed to be recovered entirely through sale.

Current and deferred income taxes are recognised as income or expense in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in Unitholders' funds and/or hedging reserve, in which case the tax is also recognised directly in Unitholders' funds and/or hedging reserve, or where the tax arises from the initial accounting for a business combination.

Except for the tax exemption as described below, taxable income earned by the Trust will be subject to Singapore income tax at the prevailing corporate tax rate.

The Trustee is exempted from Singapore income tax under Section 13(12) of the Income Tax Act 1947 of Singapore ("SITA") on the dividend income from its subsidiaries in Cayman out of underlying rental income derived from the investment properties in Hong Kong SAR and in China. This exemption is granted subject to certain conditions.

The Trustee is also exempted from Singapore income tax under Section 13(8) of the SITA on the dividends received from the Hong Kong Treasury Company provided that the underlying income is subject to profits tax in Hong Kong SAR and the highest rate of profits tax rate in Hong Kong SAR at the time the income is received in Singapore is not less than 15.0%.

The tax exemption also applies to dividend income from the Trust's subsidiaries out of gains, if any, derived from disposal of shares in the subsidiaries unless the gains are considered income of trade or business. Gains arising from the sales of subsidiaries, if considered to be trading gains, will be assessed to tax, currently at 17%, on the Trust under Section 10(1)(a) of the SITA.

Any return of capital received by the Trust from these subsidiaries is capital in nature and hence, is not taxable on the Trustee.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.6 Group accounting

###### (a) *Subsidiaries*

###### (i) *Consolidation*

Subsidiaries are all entities (including structured entities) 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. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

In preparing the consolidated financial statements, 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 subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-controlling interests comprise the portion of a subsidiary's net results of operations and its net assets, which is attributable to the interests that are not owned directly or indirectly by the Unitholders of the Trust. They are shown separately in the consolidated statement of profit and loss, statement of comprehensive income, statement of changes in equity, and balance sheet. Total comprehensive income is attributed to the non-controlling interests based on their respective interests in a subsidiary, even if this results in the non-controlling interests having a deficit balance.

###### (ii) *Acquisitions*

The acquisition method of accounting is used to account for business combinations by the Group.

The consideration transferred for the 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 any contingent consideration arrangement and any pre-existing equity interest in the subsidiary measured at their fair values at the acquisition date.

Acquisition-related costs are expensed as incurred.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.6 Group accounting (continued)

###### (a) *Subsidiaries* (continued)

###### (ii) *Acquisitions* (continued)

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 net identifiable 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 net identifiable 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.

Any retained interest in the entity is re-measured at fair value. The difference between the carrying amount of the retained investment at the date when control is lost and its fair value is recognised in profit or loss.

Please refer to the paragraph "Investments in subsidiaries and joint venture", for the accounting policy on investments in subsidiaries (Note 2.7) in the separate financial statements of MNACT.

###### (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 Unitholders of the Trust. 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 the Trust.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.6 Group accounting (continued)

###### (c) *Joint ventures*

Joint ventures are entities over which the Group has joint control as a result of contractual arrangements, and rights to the net assets of the entities.

Investment in a joint venture is accounted for in the consolidated financial statements using the equity method of accounting less impairment losses, if any.

###### (i) *Acquisition*

An investment in a joint venture is initially recognised at cost. The cost of an acquisition is measured at the fair value of the assets given, equity instruments issued or liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Goodwill on joint ventures represents the excess of the cost of acquisition of the joint ventures over the Group's share of the fair value of the identifiable net assets of the joint ventures and is included in the carrying amount of the investments.

###### (ii) *Equity method of accounting*

Under the equity method of accounting, the investments are initially recognised at cost and adjusted thereafter to recognise the Group's share of its joint ventures' post-acquisition profits or losses of the investee in profit or loss and its share of movements in other comprehensive income of the investee's other comprehensive income. Dividends received or receivable from the joint ventures are recognised as a reduction of the carrying amount of the investments. When the Group's share of losses in a joint venture equals to or exceeds its interest in the joint venture, the Group does not recognise further losses, unless it has legal or constructive obligations to make, or has made, payments on behalf of the joint venture.

If the joint venture subsequently reports profits, the Group resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised. Interest in a joint venture includes any long-term loans for which settlement is never planned nor likely to occur in the foreseeable future.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.6 Group accounting (continued)

###### (c) *Joint ventures* (continued)

###### (ii) *Equity method of accounting* (continued)

Unrealised gains on transactions between the Group and its joint ventures are eliminated to the extent of the Group's interest in the joint ventures. Unrealised losses are also eliminated unless the transactions provide evidence of impairment of the assets transferred. The accounting policies of joint ventures are changed where necessary to ensure consistency with the accounting policies adopted by the Group.

###### (ii) *Disposals*

Investments in joint ventures are derecognised when the Group loses joint control. If the retained equity interest in the former joint venture is a financial asset, the retained equity interest is measured at fair value. The difference between the carrying amount of the retained interest at the date when joint control is lost, and its fair value and any proceeds on partial disposal, is recognised in profit or loss.

Please refer to the paragraph "Investments in subsidiaries and joint venture" for the accounting policy on investment in a joint venture (Note 2.7) in the separate financial statements of MNACT.

##### 2.7 Investments in subsidiaries and joint venture

Investments in subsidiaries and joint venture are stated at cost less accumulated impairment losses (Note 2.10) in MNACT's Statement of Financial Position. On disposal of investments in subsidiaries and joint venture, the difference between net disposal proceeds and the carrying amount of the investment is recognised in profit or loss.

##### 2.8 Investment properties

Investment properties are properties held either to earn rental income and/or capital appreciation.

Investment properties are accounted for as non-current assets and initially recognised at cost on acquisition, and subsequently carried at fair value. Fair values are determined in accordance with the Trust Deed, which requires the investment properties to be valued by independent registered valuers at least once a year, in accordance with CCIS. Changes in fair values are recognised in profit or loss.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.8 Investment properties (continued)

Investment properties are subject to renovations or improvement from time to time. The cost of major renovations and improvement are capitalised and the carrying amounts of the replaced components are written off to profit or loss. The costs of maintenance, repairs and minor improvements are recognised in profit or loss when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to profit or loss.

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.

##### 2.9 Plant and equipment

###### (a) *Measurement*

All plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

The cost of an item of plant and equipment 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 the Manager.

###### (b) *Depreciation*

Depreciation on plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives. The estimated useful lives are as follows:

	<u>Useful lives</u>
Computer equipment	5 years
Other fixed assets	3 to 5 years

The residual values and estimated useful lives of plant and equipment are reviewed, and adjusted as appropriate, at each reporting date. The effects of any revision are included in profit or loss for the financial period in which the changes arise.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.9 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 during the financial period in which it is incurred.

###### (d) *Disposal*

On disposal of an item of plant and equipment, the difference between the net disposal proceeds and its carrying amount is taken to profit or loss.

##### 2.10 Impairment of non-financial assets

###### *Plant and equipment*

###### *Investments in subsidiaries and joint venture*

Plant and equipment and investments in subsidiaries and joint venture are tested for impairment whenever there is any objective evidence or indication that these assets 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 profit or loss.

An impairment loss for an asset is reversed 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 (net of any accumulated amortisation or depreciation) had no impairment loss been recognised for the asset in prior financial period. A reversal of impairment loss for an asset is recognised in profit or loss.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.11 Inventories

Inventories are carried at the lower of cost and net realisable value. Cost represents average unit cost of purchase and net realisable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses.

##### 2.12 Financial assets

###### *Classification and measurement*

The Group classifies its financial assets as held at amortised cost.

The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies debt instruments when and only when its business model for managing those assets changes.

###### (i) At initial recognition

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

###### (ii) At subsequent measurement

###### *Debt instruments*

Debt instruments mainly comprise of cash and bank balances, trade and other receivables and other current assets (except for prepayments).

There are three prescribed subsequent measurement categories, depending on the Group's business model in managing the assets and the cash flow characteristic of the assets.

The Group managed these group of financial assets by collecting the contractual cash flow and these cash flows represents solely payment of principal and interest. Accordingly, these group of financial assets are measured at amortised cost subsequent to initial recognition.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.12 Financial assets (continued)

###### (ii) At subsequent measurement (continued)

###### Debt instruments (continued)

A gain or loss on a debt instrument that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets are recognised using the effective interest rate method.

The Group assesses on forward looking basis the expected credit losses associated with its debt instruments carried at amortised cost.

For trade receivable, the Group applied the simplified approach permitted by the SFRS(I) 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

For other receivables, other current assets (except for prepayments) and cash and bank balances, the general 3 stage approach is applied. Credit loss allowance is based on 12-month expected credit loss if there is no significant increase in credit risk since initial recognition of the assets. If there is a significant increase in credit risk since initial recognition, lifetime expected credit loss will be calculated and recognised.

##### 2.13 Cash and cash equivalents

Cash and cash equivalents include cash balances and deposits with financial institutions.

##### 2.14 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 incurred. Borrowings are subsequently stated at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in profit or loss over the period of the borrowings using the effective interest method.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.15 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). Otherwise, they are presented as non-current liabilities.

Trade and other payables are initially measured at fair value, and subsequently at amortised cost, using the effective interest method.

##### 2.16 Derivative financial instruments and hedging activities

The Group uses derivative financial instruments such as interest rate swaps, cross currency interest rate swaps and forward currency contracts to hedge its exposure to interest rate risks and currency risks arising from operational, financing and investment activities. In accordance with its treasury policy, which is in line with the CCIS, the Group does not hold or issue derivative financial instruments for trading purposes.

Derivative financial instruments are recognised initially at fair value on the date the contracts are entered into and are subsequently carried at their fair value.

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.

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*

##### (i) *Interest rate swaps*

The Group has entered into interest rate swaps that are cash flow hedges for 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.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.16 Derivative financial instruments and hedging activities (continued)

###### (a) *Cash flow hedge* (continued)

###### (i) *Interest rate swaps* (continued)

The fair value changes on the effective portion of interest rate swaps designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in profit or loss.

###### (ii) *Cross currency interest rate swaps*

The Group has entered into cross currency interest rate swaps that are cash flow hedges and are used to reduce the Group's exposure to interest rate risk and currency risk on its borrowings and interest.

The fair value changes on the effective portion of cross currency interest rate swaps designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss when the hedged interest expense on the borrowings and/or the exchange differences arising from the translation of the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of cross currency interest rate swaps are recognised immediately in profit or loss.

###### (iii) *Forward currency contracts*

The Group has entered into forward currency contracts that qualify as cash flow hedges and are used to hedge the highly probable forecasted foreign currency income received from the offshore assets, back into Singapore Dollars.

The fair value changes on the effective portion of forward currency contracts designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss as part of dividend income upon the receipt of the dividend income. The fair value changes on the ineffective portion of currency forwards are recognised immediately in the profit or loss.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.16 Derivative financial instruments and hedging activities (continued)

###### (b) *Net investment hedge*

The Group has entered into cross currency interest rate swaps that qualify as net investment hedges of foreign operations. These hedging instruments are accounted for similarly to cash flow hedges. The fair value changes on the effective portion of cross currency interest rate swaps designated for hedging are recognised in other comprehensive income and accumulated in the foreign currency translation reserve and reclassified to profit or loss as part of the gain or loss on disposal of the foreign operation. The fair value changes on the ineffective portion of cross currency interest rate swaps are recognised immediately in profit or loss.

###### (c) *Derivatives that are not designated or do not qualify for hedge accounting*

Fair value changes on cross currency interest rate swaps and forward currency contracts which do not qualify for hedge accounting are recognised in the profit or loss when the changes arise. The carrying amounts of such derivatives are presented as current assets or liabilities if they are either held for trading or are expected to be realised within 12 months after the balance sheet date.

##### 2.17 Fair value estimation of financial assets and liabilities

The carrying amounts of current financial assets and liabilities carried at amortised cost approximate their fair values.

The fair values of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) are determined by using valuation techniques. The fair values of currency forwards are determined using banks' quoted forward rates and foreign exchange spot rates at the reporting date. The fair values of interest rate swaps and cross currency interest rate swaps are calculated as the present value of the estimated future cash flows, using assumptions based on market conditions existing at the reporting date.

The fair values of non-current financial liabilities carried at amortised cost are determined from adjusted quoted prices or cash flows discounted at the current market interest rates that are available to the Group for similar financial liabilities.

##### 2.18 Leases

###### (a) *When the Group is a lessee*

At contract inception, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

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## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.18 Leases (continued)

###### (i) Right-of-use ("ROU") assets

The Group recognises a ROU asset and lease liability at the date which the underlying asset is available for use. ROU assets are measured at cost which comprises the initial measurement of lease liabilities adjusted for any lease payments made at or before the commencement date and lease incentive received.

These ROU assets are subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the ROU assets or the end of the lease term, and are presented within "Property, plant and equipment".

###### (ii) Lease liabilities

Lease liability is initially measured at the present value of the lease payments discounted using the implicit rate in the lease, if the rate can be readily determined. If that rate cannot be readily determined, the Group shall use its incremental borrowing rate.

Lease liability is subsequently measured at amortised cost using the effective interest method.

###### (iii) Short term and low value leases

The Group has elected to not recognise ROU assets and lease liabilities for short-term leases that have lease terms of 12 months or less and leases of low value leases, except for sublease arrangements. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease.

###### (b) *When the Group is a lessor*

Refer to Note 2.2(a) for the accounting policy applicable to the Group as a lessor.

##### 2.19 Provisions

Provisions are recognised when the Group has a present legal or constructive obligation as a result of a past event where it is probable that such obligation will result in an outflow of economic benefits that can be reasonably estimated.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.20 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 consolidated financial statements are presented in Singapore Dollars, which is MNACT's functional currency.

###### (b) *Transactions and balances*

Transactions in a currency other than the functional currency ("foreign currency") are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Currency translation gains and losses 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 profit or loss, except for currency translation differences on the net investment in foreign operations, borrowings in foreign currencies and other currency instruments qualifying as net investment hedges for foreign operations, which are recognised in other comprehensive income and included in the foreign currency translation reserve within the Statements of Changes in Equity of the Group.

###### (c) *Translation of Group entities' financial statements*

The results and financial position of all the group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- (i) Assets and liabilities are translated at the closing rates at the reporting date;
- (ii) Income and expenses are translated at average exchange rates (unless the average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated using the exchange rates at the dates of the transactions); and
- (iii) All resulting exchange differences are recognised in other comprehensive income and taken to the foreign currency translation reserve within the Statements of Changes in Equity of the Group.

###### (d) *Consolidation adjustments*

On consolidation, currency translation differences arising from the net investment in foreign operations, borrowings in foreign currencies, and other currency instruments designated as hedges of such investments, are recognised in other comprehensive income and taken to the foreign currency translation reserve.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 2. Significant accounting policies (continued)

##### 2.20 Currency translation (continued)

###### (d) *Consolidation adjustments* (continued)

When a foreign operation is sold or any loan forming part of the net investment in foreign operation is repaid, such currency translation differences recorded in the foreign currency translation reserve are recognised in profit and loss as part of the gain or loss on sale.

##### 2.21 Units in MNACT and perpetual securities

Proceeds from the issuance of Units in MNACT and perpetual securities are recognised as equity when there is no contractual obligation to deliver cash or other financial assets to another person or entity or exchange financial assets or liabilities with another person or entities that are potentially unfavourable to the issuer.

Issue expenses relate to expenses incurred in issuance of Units in MNACT and perpetual securities. The expenses relating to issuance of Units in MNACT and perpetual securities are deducted directly from the net assets attributable to the Unitholders and carrying amount of the perpetual securities respectively. Upon redemption of perpetual securities, the incidental costs directly attributable to its issuance are reclassified to Unitholders' funds within equity.

##### 2.22 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the Manager who is responsible for allocating resources and assessing performance of the operating segments.

##### 2.23 Distribution policy

MNACT's distribution policy is to distribute at least 90.0% of its distributable income, comprising substantially its income from the letting of its properties and related property services income and after deduction of allowable expenses and allowances, and of its tax-exempt income (if any). With effect from 1 April 2020, the distribution is on a half-yearly basis instead of quarterly basis.

The Manager has introduced and implemented the Distribution Reinvestment Plan ("DRP") since 4 December 2019. The DRP provides Unitholders with the option to receive their distributions declared, either in the form of units or cash or a combination of both. DRP enables MNACT to conserve its cash balance and improve its liquidity position and aggregate leverage.

The DRP has been suspended from and including the distributions for the period from 1 October 2021 to 31 March 2022 ("2H FY21/22") onwards. Unitholders will receive their distributions in cash. The MNACT Manager will notify unitholders accordingly if and when the DRP is re-applied.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 3. Gross revenue

	2022 S\$'000	Group 2021 S\$'000
Rental income (net of rental reliefs granted)	349,167	317,190
Service charges	25,118	26,296
Other operating income	52,391	47,929
	<b>426,676</b>	<b>391,415</b>

The turnover rental income recognised in rental income during the financial year was S\$2,641,000 (2021: S\$4,499,000).

Ad-hoc rental reliefs of S\$14,652,000 (2021: S\$50,463,000) were granted to the Group's tenants during the financial year. The rental reliefs granted are recognised as a reduction of revenue in the financial period in which they are granted to the tenants.

Other operating income comprises car park revenue and other income attributable to the operations of the properties, such as additional air-conditioning and chilled water charges, ice rink income, rental from event space and refuse compactor charge.

#### 4. Property operating expenses

	2022 S\$'000	Group 2021 S\$'000
Staff costs*	4,604	3,969
Utilities and property maintenance	30,828	33,361
Marketing and promotion expenses	6,609	4,732
Professional fees	1,583	2,784
Property and other taxes	28,756	26,603
Property and lease management fees	16,057	15,401
Property management reimbursements**	10,575	9,493
Other operating expenses	5,723	3,032
	<b>104,735</b>	<b>99,375</b>

\* This relates to employees of Festival Walk and includes contribution to defined contribution plans of S\$228,000 (2021: S\$240,000).

\*\* Includes reimbursements paid/payable to the Property Manager in respect of agreed employee expenditure incurred by the Property Manager for providing its services under the Property Management Agreement.

The Group's daily operations and administrative functions are provided by the Manager and Property Manager.

All of the Group's investment properties generate rental income and the above expenses are direct operating expenses arising therefrom.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 5. Other trust expenses

	<u>Group</u>		<u>MNACT</u>	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Consultancy and professional fees	702	600	84	85
Valuation fees	126	101	-	-
Other trust expenses	2,108	1,760	827	558
	<b>2,936</b>	<b>2,461</b>	<b>911</b>	<b>643</b>

Total fees paid/payable to auditors are as follows:

	<u>Group</u>		<u>MNACT</u>	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Audit fees paid/payable to				
- Auditors of MNACT	135	55	127	48
- Other auditors <sup>#</sup>	326	306	-	-
	<b>461</b>	<b>361</b>	<b>127</b>	<b>48</b>
Non-audit fee paid/payable to: <sup>^</sup>				
- Auditors of MNACT	211*	18	153	-
- Other auditors <sup>#</sup>	-	32	-	-
	<b>672</b>	<b>411</b>	<b>280</b>	<b>48</b>

\* Includes non-audit fees paid/payable to the auditor of MNACT for services rendered in FY21/22 as (i) independent accountant of S\$100,000 and S\$40,000 for the proposed merger<sup>1</sup> with Mapletree Commercial Trust (the "Merger") and the update of the Euro Medium Term Securities Programme respectively and (ii) tax advisory fees of \$40,000 for the proposed merger.

<sup>^</sup> Includes fees for non-audit services paid/payable to auditors of MNACT which has been capitalised as part of investment properties. Refer to Note 13(c) for details.

<sup>#</sup> Auditors of the Group comprise member firms of PricewaterhouseCoopers International Limited

#### 6. Finance costs

	<u>Group</u>	
	2022 S\$'000	2021 S\$'000
Interest expense	58,690	66,240
Cash flow hedges, reclassified from hedging reserve (Note 22)	2,380	662
Financing fees	5,036	4,693
	<b>66,106</b>	<b>71,595</b>

<sup>1</sup> Mapletree Commercial Trust Management Ltd., as manager of Mapletree Commercial Trust ("MCT" and as manager of MCT, the "MCT Manager"), and Mapletree North Asia Commercial Trust Management Ltd., ("MNACT" and as manager of MNACT, the "MNACT Manager"), jointly announced the proposed merger of MCT and MNACT (the "Merger") on 31 December 2021 and 21 March 2022 to create a flagship commercial REIT positioned to be the proxy to key gateway markets of Asia. The Merger will be effected by a trust scheme of arrangement (the "Trust Scheme") with MNACT.

More details on the Merger is available in the Scheme Document to unitholders announced on 29 April 2022.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 7. Income tax

##### (a) Income tax expenses

	Group		MNACT	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Tax expense attributable to current financial year's results is made up of:				
Current income tax				
- Singapore	15	12	15	12
- Foreign	21,490	9,999	-	-
	21,505	10,011	15	12
Withholding tax – Foreign	12,938	10,233	-	-
	34,443	20,244	15	12
Deferred tax (Note 20)	(2,892)	16,353	-	-
	31,551	36,597	15	12
Over provision in preceding financial years:				
Current income tax – Foreign	-	(138)	-	-
	31,551	36,459	15	12

The expenses on the results for the financial year differ from the amount that would arise using the Singapore standard rate of income tax due to the following:

	Group		MNACT	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Profit/(loss) before tax	53,552	(228,103)	108,334	111,886
Less: share of profit of a joint venture	(22,965)	(3,428)	-	-
	30,587	(231,531)	108,334	111,886
Tax calculated at a tax rate of 17% (2021: 17%)	5,200	(39,360)	18,417	19,021
Effects of:				
- Expenses not deductible for tax purposes	3,629	5,857	1,747	2,865
- Income not subject to tax	(551)	(5,116)	-	-
- Changes in fair value of investment properties:				
- Not subject to tax	22,664	72,874	-	-
- Different tax rates	4,007	4,455	-	-
- Income not subject to tax due to tax transparency ruling (Note 2.5)	-	-	(20,149)	(21,874)
- Different tax rates in other countries	(3,477)	(2,299)	-	-
- Over provision in preceding financial years	-	(138)	-	-
- Others	79	186	-	-
Tax charge	31,551	36,459	15	12

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

### 7. Income tax (continued)

#### (b) Movements in current income tax liabilities

	Group		MNACT	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Beginning of the financial year	27,805	33,874	151	198
Income tax paid	(22,657)	(25,403)	(139)	(59)
Tax expense	34,443	20,244	15	12
Over provision in preceding financial years	-	(138)	-	-
Translation differences on consolidation	660	(772)	-	-
End of the financial year	40,251	27,805	27	151

#### (c) The tax charge relating to each component of other comprehensive income is as follows:

	Group					
	Before tax S\$'000	2022 Tax charge S\$'000	After tax S\$'000	Before Tax S\$'000	2021 Tax charge S\$'000	After tax S\$'000
Cash flow hedges						
- Fair value changes	59,913	(5,902)	54,011	42,776	(2,987)	39,789
- Reclassification	(27,803)	(152)	(27,955)	(46,153)	120	(46,033)
Currency translation differences						
- Gains/(loss)	67,228	-	67,228	(40,161)	-	(40,161)
- Reclassification	(1,137)	-	(1,137)	834	-	834
- Share of a foreign joint venture	(9,029)	-	(9,029)	(2,188)	-	(2,188)
- Hedges of net investment in foreign operation	6,854	-	6,854	-	-	-
Other comprehensive income	96,026	(6,054)	89,972	(44,892)	(2,867)	(47,759)

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 8. Earnings per unit

The calculation of basic and diluted earnings per unit is based on:

	2022	<u>Group</u> 2021	2022	<u>MNACT</u> 2021
Net profit/(loss) attributable to Unitholders of MNACT (S\$'000)	<b>16,759</b>	(265,788)	<b>103,270</b>	111,874
Weighted average number of units outstanding during the financial year ('000)	<b>3,489,900</b>	3,382,632	<b>3,489,900</b>	3,382,632
Basic and diluted earnings/(loss) per unit (cents)	<b>0.480</b>	(7.857)	<b>2.959</b>	3.307

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 bank balances

	2022 S\$'000	<u>Group</u> 2021 S\$'000	2022 S\$'000	<u>MNACT</u> 2021 S\$'000
Cash at bank and on hand	<b>181,798</b>	117,020	<b>59,017</b>	10,092
Short-term bank deposits	<b>65,481</b>	135,178	-	77,000
	<b>247,279</b>	252,198	<b>59,017</b>	87,092

For purpose of presenting the consolidated statement of cash flows, cash and cash equivalents comprise the following:

	2022 S\$'000	<u>Group</u> 2021 S\$'000
Cash and bank balances	<b>247,279</b>	252,198
Less: Restricted cash*	<b>(23,608)</b>	(22,922)
Cash and cash equivalents per consolidated statement of cash flows	<b>223,671</b>	229,276

\* Restricted cash relates to the amount of cash reserves for the Japan Properties which is required to be maintained based on the agreements with the banks. Restricted cash is reserved for use in capital expenditure, interest expense and certain property related expenses to ensure these liabilities can be met when incurred.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

### 10. Trade and other receivables

	Group		MNACT	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Trade receivables:				
- Non-related parties	1,468	3,349	1,082	1,840
Amounts due from subsidiaries (non-trade)	-	-	7,368	6,874
Revenue receivables	614	6,923	-	-
Interest receivables	778	901	-	11
Dividend receivables from a joint venture	2,339	-	-	-
Other receivables	4,086	3,423	318	4
	<b>9,285</b>	<b>14,596</b>	<b>8,768</b>	<b>8,729</b>

The non-trade amounts due from subsidiaries are unsecured, interest-free and repayable on demand.

### 11. Other current assets

	Group	
	2022 S\$'000	2021 S\$'000
Deposits	51	51
Prepayments	3,162	3,310
	<b>3,213</b>	<b>3,361</b>

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 12. Derivative financial instruments

The Group holds derivatives instruments, as part of its hedging strategy, to hedge its foreign currency and interest rate risk exposures.

		Group		
		Contract	Fair value	
	<u>Maturity</u>	notional	<u>Assets</u>	<u>Liabilities</u>
		<u>amount</u>	<u>S\$'000</u>	<u>S\$'000</u>
<b>31 March 2022</b>				
Hedging instruments:				
<u>Cash-flow hedges</u>				
Interest rate swaps (current)	July 2022 - March 2023	357,254	<b>53</b>	<b>(839)</b>
Interest rate swaps (non-current)	June 2023 - June 2026	1,314,078	<b>13,295</b>	<b>(2,573)</b>
Cross currency interest rate swaps (current)	November 2022 - March 2023	270,000	<b>13,525</b>	-
Cross currency interest rate swaps (non-current)	May 2023 - March 2027	457,232	<b>37,041</b>	-
<u>Net investment hedges</u>				
Cross currency interest rate swaps (non-current)	June 2026	250,000	<b>6,854</b>	-
Non-hedging instruments:				
Currency forwards (current)	April 2022 - December 2022	111,011	<b>2,810</b>	<b>(697)</b>
			<b>73,578</b>	<b>(4,109)</b>
Represented by:				
Current position			<b>16,388</b>	<b>(1,536)</b>
Non-current position			<b>57,190</b>	<b>(2,573)</b>
Percentage of derivatives to the Group's net asset value				<b>1.51%</b>
<b>31 March 2021</b>				
Hedging instruments:				
<u>Cash-flow hedges</u>				
Interest rate swaps (current)	July 2021 - March 2022	198,628	-	(2,214)
Interest rate swaps (non-current)	July 2021 - May 2025	1,040,750	-	(13,506)
Cross currency interest rate swaps (current)	September 2021 - March 2021	175,000	586	(5,988)
Cross currency interest rate swaps (non-current)	November 2021 - March 2027	724,387	22,040	(2,710)
Non-hedging instruments:				
Currency forwards (current)	April 2021 - December 2021	107,523	1,404	(1,342)
			<b>24,030</b>	<b>(25,760)</b>
Represented by:				
Current position			1,990	(9,544)
Non-current position			<b>22,040</b>	<b>(16,216)</b>
Percentage of derivatives to the Group's net asset value				(0.04%)

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 12. Derivative financial instruments (continued)

		MNACT		
	<u>Maturity</u>	Contract Notional amount S\$'000	Fair value <u>Assets</u> S\$'000	<u>Liabilities</u> S\$'000
<b>31 March 2022</b>				
Cash flow hedging instruments:				
Currency forwards (current)	April 2022 – December 2022	111,011	<b>2,810</b>	<b>(697)</b>
Non-hedging instruments:				
Cross currency interest rate swaps (non-current)	June 2026	250,000	<b>6,854</b>	-
Percentage of derivatives to MNACT's net asset value				<b>0.30%</b>
<b>31 March 2021</b>				
Cash flow hedging instruments:				
Currency forwards (current)	April 2021 – December 2021	107,523	1,404	(1,342)
Percentage of derivatives to MNACT's net asset value				*

\* Less than 0.01%

At 31 March 2022, the fixed interest rates payable on interest rate swaps and cross currency interest rate swaps vary from 0.10% to 3.48% (2021: 0.13% to 3.58%) per annum and the fixed and floating interest rates receivable vary from 0.07% to 3.96% (2021: 0.08% to 3.96%) per annum.

The exposure of contractual notional amounts of derivative financial instruments held for hedging which are based on SOR and USD LIBOR and are directly impacted by IBOR reform is S\$206,155,000 (2021: S\$204,210,000).

#### Interest rate benchmark reform

To transition existing contracts and agreements that reference the various IBORs to their respective new benchmark interest rates, adjustments for term differences and credit differences might need to be applied to the new benchmark interest rates, to enable the two benchmark rates to be economically equivalent on transition.

In calculating the change in fair value attributable to the hedged risk of floating-rate debts, the Group has made the following assumptions that reflect its current expectations:

- The floating-rate debts will move to the respective new IBORs (except for HIBOR and TIBOR which will co-exist with their respective new IBORs in the respective countries) during 2022 and the spread will be similar to the spread included in the interest rate swaps and cross currency interest rate swaps used as hedging instruments; and
- No other changes to the terms of the floating-rate debts are anticipated.

**MAPLETREE NORTH ASIA COMMERCIAL TRUST**

**NOTES TO THE FINANCIAL STATEMENTS**

*For the financial year ended 31 March 2022*

**12. Derivative financial instruments (continued)**

Hedging instruments used in Group's hedging strategy in 2022

	<u>Carrying Amount</u>		<u>Changes in fair value used for calculating hedge ineffectiveness</u>			<u>Maturity date</u>
	<u>Contractual notional amount S\$'000</u>	<u>Assets/ (Liabilities) S\$'000</u>	<u>Financial statement line item</u>	<u>Hedging instrument S\$'000</u>	<u>Hedged item S\$'000</u>	<u>Hedge ineffectiveness recognised in P&amp;L S\$'000</u>
<b>Group</b>						
<b>Cash flow hedge</b>						
Interest rate risk						
- Interest rate swaps to hedge floating rate borrowings	1,671,332	9,936	Derivative financial instruments	16,475	(16,475)	-
Interest rate risk/foreign exchange risk						
- Cross currency interest rate swaps to hedge foreign currency interest and principal payments and floating rate borrowings	727,232	50,566	Derivative financial instruments	43,438	(43,438)	-
						July 2022 - June 2026
						November 2022 - March 2027
<b>Net investment hedge</b>						
Foreign exchange risk						
- Cross currency interest rate swaps to hedge net investments in foreign operations	250,000	6,854	Derivative financial instruments	6,854	(6,854)	-
						June 2026
<b>MNACT</b>						
<b>Cash flow hedge</b>						
Foreign exchange risk						
- Forward contracts to hedge highly probable transactions	111,011	2,113	Derivative financial instruments	1,937	(1,937)	-
						April 2022 - December 2022

**MAPLETREE NORTH ASIA COMMERCIAL TRUST**

**NOTES TO THE FINANCIAL STATEMENTS**

*For the financial year ended 31 March 2022*

**12. Derivative financial instruments (continued)**

Hedging instruments used in Group's hedging strategy in 2021

	<u>Carrying Amount</u>		<u>Changes in fair value used for calculating hedge ineffectiveness</u>			<u>Maturity date</u>
	<u>Contractual notional amount S\$'000</u>	<u>Assets/ (Liabilities) S\$'000</u>	<u>Financial statement line item</u>	<u>Hedging instrument S\$'000</u>	<u>Hedged item S\$'000</u>	
<b>Group</b>					<u>Hedge ineffectiveness recognised in P&amp;L S\$'000</u>	
<b>Cash flow hedge</b>						
Interest rate risk						
- Interest rate swaps to hedge floating rate borrowings	1,239,378	(15,720)	Derivative financial instruments	(11,328)	11,328	July 2021 - May 2025
Interest rate risk/foreign exchange risk						
- Cross currency interest rate swaps to hedge foreign currency interest and principal payments and floating rate borrowings	899,387	13,928	Derivative financial instruments	54,104	(54,104)	September 2021 - March 2027
<b>MNACT</b>						
<b>Cash flow hedge</b>						
Foreign exchange risk						
- Forward contracts to hedge highly probable transactions	107,523	62	Derivative financial instruments	3,065	(3,065)	April 2021 - December 2021

At 31 March 2022, the Group's weighted average hedge rates for interest rate swaps and cross currency swaps were 0.67% and 1.75% (SGD1: HKD5.59, USD1: HKD7.79, SGD1: JPY82.03 and HKD1: JPY14.28) [2021: 0.94% and 2.07% (SGD1: HKD5.75, USD1: HKD7.79, SGD1: JPY81.23 and HKD1: JPY14.28)] respectively.

At 31 March 2022, MNACT's weighted average hedged rates for outstanding forward contracts were SGD1: HKD5.73, SGD1: RMB4.81, SGD1: JPY82.83 and SGD1: KRW 879.41 (2021: SGD1: HKD5.76, SGD1: RMB5.05, SGD1: JPY77.91 and SGD1: KRW 839.20).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 13. Investment properties

##### (a) Movements during the financial year

	<u>Group</u> 31 March	
	<b>2022</b>	2021
	<b>S\$'000</b>	S\$'000
Beginning of the financial year	<b>7,674,050</b>	8,347,232
Additions <sup>1</sup> (Note 13(c))	<b>43,792</b>	19,743
Acquisition <sup>2</sup>	<b>486,506</b>	-
Net change in fair value of investment properties	<b>(215,399)</b>	(480,957)
Translation difference on consolidation	<b>7,115</b>	(211,968)
End of the financial year	<b>7,996,064</b>	7,674,050

<sup>1</sup> Included unamortised lease incentives of S\$5,147,000 (2021: Nil).

<sup>2</sup> On 18 June 2021, MNACT acquired a freehold single-tenanted office building, Hewlett-Packard Japan Headquarters Building ("HPB"), located in Tokyo, Japan. The acquisition amount capitalised includes acquisition fees and acquisition related expenses amounting to S\$18,923,000 (2021: Nil), of which S\$55,000 was accrued as at 31 March 2022 (2021: Nil).

Details of the properties are shown in the Portfolio Statement.

##### (b) Fair value hierarchy

The following level presents the investment properties at fair value and classified by level of fair value measurement hierarchy:

- Level 1: quoted prices (unadjusted) in active markets for identical assets;
- Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3: inputs for the asset that are not based on observable market data (unobservable inputs).

All properties within the Group's portfolio are classified within Level 3 of the fair value hierarchy.

# MAPLETREE NORTH ASIA COMMERCIAL TRUST

## NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

### 13. Investment properties (continued)

#### (c) Reconciliation of movements in Level 3 fair value measurements

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	Total S\$'000
<b>2022</b>				
Beginning of the financial year	4,520,082	1,835,168	1,318,800	7,674,050
Additions*, including effect of amortisation of leasing related and capitalised costs	28,629	1,565	13,598	43,792
Acquisition*	-	-	486,506	486,506
Net change in fair value of investment properties	(133,320)	(26,350)	(55,729)	(215,399)
Translation differences on consolidation	39,820	69,486	(102,191)	7,115
End of the financial year	4,455,211	1,879,869	1,660,984	7,996,064
<b>2021</b>				
Beginning of the financial year	5,090,037	1,851,875	1,405,320	8,347,232
Additions*, including effect of amortisation of leasing related and capitalised costs	12,111	(380)	8,012	19,743
Net change in fair value of investment properties	(428,673)	(78,783)	26,499	(480,957)
Translation differences on consolidation	(153,393)	62,456	(121,031)	(211,968)
End of the financial year	4,520,082	1,835,168	1,318,800	7,674,050

\* Included unamortised lease incentives of S\$5,147,000 (2021: Nil) and non-audit fees of S\$18,000 (2021: S\$32,000) paid to the auditor of MNACT Group for the service rendered as the independent reporting auditor in relation to non-audit services in connection with acquisition of HBP (2021: MBP and OBP).

The TMK bonds and certain bank loans are secured on the Japan Properties with carrying amounts on the balance sheet of S\$1,660,984,000 (2021: S\$1,318,800,000) (Note 19).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 13. Investment properties (continued)

(d) Valuation techniques and key unobservable inputs

Fair values of the Group's properties have been derived using the following valuation techniques:

- Discounted cash flow - Properties are valued by discounting the future net cash flows over the assumed cash flow period at an appropriate discount rate to arrive at a present value.
- Term and reversion - Properties are valued by capitalising the amount of net income receivable from existing tenancies, after deducting any specific costs which must be borne by the recipient. Both the term and reversion are capitalised by the market capitalisation rates, which reflect the rate of investment, alienation restrictions, effect of inflation and prospect of rental growth, if any.
- Income capitalisation - Properties are valued by capitalising the current passing rent derived from the existing tenancies with due provision for reversionary rental income potential that would be generated by the property.
- Direct comparison - Properties are valued by making reference to comparable sales transactions for which price information is available. Appropriate adjustments have been made to reflect the differences in size, location, time, amenities, building age, building quality, remaining land tenure and other relevant factors.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of the investment properties categorised under Level 3 of the fair value hierarchy:

<u>Valuation techniques</u>	<u>Unobservable inputs</u>	<u>Range of unobservable inputs</u>	<u>Relationship of unobservable inputs to fair value</u>
<b>Hong Kong SAR</b>			
Discounted cash flow	Discount rate	7.80% per annum (2021: 7.80%)	The higher the discount rate, the lower the fair value.
Term and reversion (2022) <sup>^</sup>	Term and reversion rate	4.15% per annum	The higher the term and reversion rate, the lower the fair value.
Income capitalisation (2021) <sup>^</sup>	Capitalisation rate	4.15% per annum	The higher the capitalisation rate, the lower the fair value.

<sup>^</sup> The valuation techniques adopted by the valuers for FY21/22 and FY20/21 are term and reversion rate and income capitalisation respectively.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 13. Investment properties (continued)

##### (d) Valuation techniques and key unobservable inputs (continued)

<u>Valuation techniques</u>	<u>Unobservable inputs</u>	<u>Range of unobservable inputs</u>	<u>Relationship of unobservable inputs to fair value</u>
<b>China</b>			
Discounted cash flow	Discount rate	7.50% - 9.25% per annum (2021: 7.50% - 9.25%)	The higher the discount rate, the lower the fair value.
Term and reversion (2022)^	Term and reversion rate	5.00% - 5.50% per annum	The higher the term and reversion rate, the lower the fair value.
Income capitalisation (2021)^	Capitalisation rate	5.00% - 5.50% per annum	The higher the capitalisation rate, the lower the fair value.
Direct comparison	Adjusted price per square metre	RMB 38,066 – RMB 61,997 (2021: RMB 37,766 - RMB 61,997)	The higher the adjusted price per square metre, the higher the fair value.
<b>Japan</b>			
Discounted cash flow	Discount rate	3.20% - 4.20% per annum (2021: 3.80% - 4.50%)	The higher the discount rate, the lower the fair value.

^ The valuation techniques adopted by the valuers for FY21/22 and FY20/21 are term and reversion rate and income capitalisation respectively.

##### (e) Valuation processes of the Group

The Group engages independent and qualified valuers to determine the fair value of the Group's properties at the end of every financial year based on the properties' highest and best use. As at 31 March 2022, the fair values of the properties were determined by Knight Frank Petty Ltd and JLL Morii Valuation and Advisory K.K (2021: Cushman & Wakefield Limited and CBRE K.K.).

The independent valuers are of the view that the valuation techniques and estimates they have employed are reflective of the current market conditions and have taken into account the impact of COVID-19 based on information available as at 31 March 2022. Given the uncertainty over the length and severity of the COVID-19 outbreak in the respective countries in which the Group operates and the ongoing measures being adopted by them to address the outbreak, valuations for certain investment properties may be subjected to more fluctuations subsequent to 31 March 2022 than during normal market conditions. The Manager has reviewed the appropriateness of the valuation techniques and the assumptions applied by the independent valuers.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 14. Leases – The Group as a lessor

The Group has leased out their owned investment properties to third parties and related parties (Note 28) for monthly lease payments. These leases are classified as operating leases because the risk and rewards incidental to ownership of the assets are not substantially transferred.

Although the Group is exposed to changes in the residual values of its investment properties at the end of the current leases, the Group typically enters into new operating leases and therefore will not immediately realise any reduction in residual value at the end of these leases. Expectations about the future residual values are reflected in the fair value of the investment properties in Note 13.

Rental income from investment properties are disclosed in Note 3.

Undiscounted non-cancellable lease payments from the operating leases to be received after the reporting date are as follows:

	2022 S\$'000	2021 S\$'000
Less than one year	328,588	343,570
One to two years	220,873	262,264
Two to three years	113,492	154,112
Three to four years	65,100	53,211
Four to five years	40,343	24,500
Later than five years	77,275	6,504
Total undiscounted lease payments	<b>845,671</b>	844,161

The future minimum lease receivables under non-cancellable leases exclude the portion of lease receivables which is computed based on a percentage of the sales achieved by some of the lessees. The contingent lease receivables received during the financial year and recognised in the Group's revenue are disclosed in Note 3.

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purpose of the above disclosure, the prevailing lease rentals are used.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 15. Plant and equipment

	Computer equipment S\$'000	Other fixed assets S\$'000	Total S\$'000
<u>Group</u>			
<b>2022</b>			
<i>Cost</i>			
Beginning of the financial year	1,952	6,625	8,577
Additions*	207	504	711
Write-offs	(81)	(100)	(181)
Translation difference on consolidation	19	61	80
End of the financial year	2,097	7,090	9,187
<i>Accumulated depreciation</i>			
Beginning of the financial year	1,566	3,704	5,270
Depreciation charge	150	1,164	1,314
Write-offs	(81)	(100)	(181)
Translation difference on consolidation	16	41	57
End of the financial year	1,651	4,809	6,460
<b>Net book value</b>			
<b>End of the financial year</b>	446	2,281	2,727
<u>Group</u>			
<b>2021</b>			
<i>Cost</i>			
Beginning of the financial year	1,693	6,379	8,072
Additions	320	637	957
Write-offs	(10)	(191)	(201)
Translation difference on consolidation	(51)	(200)	(251)
End of the financial year	1,952	6,625	8,577
<i>Accumulated depreciation</i>			
Beginning of the financial year	1,515	2,772	4,287
Depreciation charge	106	1,200	1,306
Write-offs	(8)	(158)	(166)
Translation difference on consolidation	(47)	(110)	(157)
End of the financial year	1,566	3,704	5,270
<b>Net book value</b>			
<b>End of the financial year</b>	386	2,921	3,307

\* Additions during the financial year included ROU assets of S\$142,000 (2021: Nil).

ROU assets acquired under leasing arrangements are presented together with the owned assets of the same class.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 16. Investments in subsidiaries

	2022 S\$'000	MNACT 2021 S\$'000
Equity investments at cost	1,154,921	1,139,696
Loans to subsidiaries	1,766,832	1,552,127
	<b>2,921,753</b>	<b>2,691,823</b>

The loans to subsidiaries are unsecured, interest-free and with no fixed repayment terms and are intended to be a long-term source of additional capital for the subsidiaries. Settlement of these loans is neither planned nor likely to occur in the foreseeable future. Accordingly, the Manager considers these loans to be part of the Trust's net investment in the subsidiaries and has accounted for these loans in accordance with Note 2.7.

The Group has the following significant subsidiaries as at 31 March 2022 and 2021:

Name of subsidiary	Principal activities	Country of incorporation	Effective interest held by the Group	
			2022 %	2021 %
Festival Walk (2011) Limited <sup>(a)</sup>	Property investment	Hong Kong SAR	100.0	100.0
HK Gateway Plaza Company Limited <sup>(b)</sup>	Property investment	Hong Kong SAR	100.0	100.0
Shanghai Zhan Xiang Real Estate Company Limited <sup>(b)</sup>	Property investment	China	100.0	100.0
Tsubaki Tokutei Mokuteki Kaisha <sup>(c)</sup>	Property investment	Japan	98.47	98.47
GK Makuhari Blue <sup>(c)</sup>	Property investment	Japan	98.47	98.47

<sup>(a)</sup> Audited by PricewaterhouseCoopers, Hong Kong

<sup>(b)</sup> Audited by PricewaterhouseCoopers Zhong Tian, China

<sup>(c)</sup> Audited by PricewaterhouseCoopers Aarata LLC, Japan

As at 31 March 2022 and 2021, the Group had only two subsidiaries with non-controlling interests of 1.53%. The non-controlling interests are not material to the Group.

The Group does not have any other subsidiaries that has non-controlling interests that are material to the Group. Accordingly, no summarised financial information of subsidiaries with non-controlling interests are presented.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 17. Investment in a joint venture

	2022 S\$'000	Group 2021 S\$'000
Unquoted equity, at costs	115,322	115,322
Share of post-acquisition reserves	8,031	1,240
	<b>123,353</b>	<b>116,562</b>

The movement in investment in a joint venture is as follows:

	2022 S\$'000	Group 2021 S\$'000
Beginning of the financial year	116,562	-
Acquisition*	-	115,322
Share of profit	22,965	3,428
Share of other comprehensive income	(9,029)	(2,188)
Dividends received/receivable	(7,145)	-
End of the financial year	<b>123,353</b>	<b>116,562</b>

\*Includes accrued transaction costs amounting to S\$672,000 as at 31 March 2021. There were fees for non-audit services paid/payable to auditors of MNACT Group of S\$107,000 which has been capitalised as part of investment in joint venture.

On 30 October 2020, the Group acquired 50% interest in a joint venture which owns a high quality office building, The Pinnacle Gangnam, located at Gangnam-gu, Seoul, South Korea ("TPG").

The Group's interest in the joint venture is as follows:

Name of joint venture	Principal activities	Country of incorporation	Effective interest held by the Group	
			2022 %	2021 %
IGIS Qualified Investment Type Private Placement Real Estate Investment Trust No. 6*	Property investment	South Korea	50.0	50.0

\* Audited by Hanil Accounting Corporation

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 17. Investment in a joint venture (continued)

Set out below is the summarised financial information for the Group's material joint venture.

##### Summarised statement of comprehensive income

	2022 S\$'000	TPG 2021 S\$'000
Revenue	23,666	9,563
<b>Profit before tax*</b>	<b>52,220</b>	8,082
Income tax expense	(6,289)	(1,226)
<b>Profit after tax</b>	<b>45,931</b>	6,856
<b>Other comprehensive income</b>	<b>(18,058)</b>	(4,376)
<b>Total comprehensive income</b>	<b>27,873</b>	2,480
<b>Dividends received/receivable from joint venture</b>	<b>7,145</b>	-

\* Includes interest income and interest expense of S\$154,000 (2021: S\$28,000) and S\$7,417,000 (2021: S\$3,158,000) respectively.

##### Summarised statement of financial position

	2022 S\$'000	TPG 2021 S\$'000
Cash and bank balances	22,806	26,791
Other current assets	426	321
Non-current asset - Investment property	542,049	543,469
<b>Total assets</b>	<b>565,281</b>	570,581
Current trade and other payables	25,396	27,536
Deferred tax liabilities	7,107	1,233
Deferred revenue	134	-
Non-current borrowings	292,997	315,746
<b>Total liabilities</b>	<b>325,634</b>	344,515
<b>Net assets</b>	<b>239,647</b>	226,066
Group's equity interest	50%	50%
Group's share of net assets	119,824	113,033
Acquisition cost	3,529	3,529
<b>Carrying amount of investment</b>	<b>123,353</b>	116,562

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 18. Trade and other payables

	<u>Group</u>		<u>MNACT</u>	
	2022	2021	2022	2021
	S\$'000	S\$'000	S\$'000	S\$'000
<b>Current</b>				
Trade payables	2,620	1,877	15	336
Accruals	47,601	36,094	2,468	2,265
Amounts due to subsidiaries (non-trade)	-	-	58	4,439
Amounts due to related parties (trade)	15,885	14,829	9,218	9,027
Amount due to a related party (non-trade)	-	2	-	2
Tenancy deposits and advance rental	61,375	53,805	-	-
Other deposits	1,144	1,041	-	-
Interest payable	6,770	7,752	-	-
Other payables	5,977	6,660	-	-
	<b>141,372</b>	<b>122,060</b>	<b>11,759</b>	<b>16,069</b>
<b>Non-current</b>				
Tenancy deposits and advance rental	91,844	105,861	-	-
	<b>233,216</b>	<b>227,921</b>	<b>11,759</b>	<b>16,069</b>

Accruals include accrued capital expenditure and property taxes for investment properties.

Included in trade amounts due to related parties are amounts due to the Property Manager of S\$6,667,000 (2021: S\$5,802,000) and the Manager of S\$9,218,000 (2021: S\$9,027,000).

The non-trade amounts due to subsidiaries and a related party are unsecured, interest-free and repayable on demand.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 19. Borrowings

	2022 S\$'000	Group 2021 S\$'000
<b>Current</b>		
Bank loans	237,260	32,987
Medium-term notes	220,000	175,000
	<b>457,260</b>	207,987
<b>Non-current</b>		
Bank loans	2,570,212	2,450,335
TMK bonds	73,875	78,943
Medium-term notes	327,628	544,713
<b>Gross borrowings</b>	<b>3,428,975</b>	3,281,978
Less: Unamortised transaction costs	(11,056)	(10,725)
<b>Net borrowings</b>	<b>3,417,919</b>	3,271,253
Represented by:		
Current position	456,662	207,406
Non-current position	<b>2,961,257</b>	3,063,847

The above borrowings are unsecured except for the TMK bonds and certain bank loans amounting to S\$905,303,000 (2021: S\$703,764,000), which are secured over the Japan Properties (Note 13).

##### (a) Maturity of borrowings

The bank borrowings mature between 2022 and 2028 (2021: 2021 and 2026), TMK bonds mature between 2024 and 2025 (2021: 2024 and 2025), and medium-term notes mature between 2022 and 2027 (2021: 2021 and 2027).

##### (b) Interest rates

The weighted average effective interest rates per annum are as follows:

	2022 %	2021 %
<b>Group</b>		
Bank loans	1.51	1.34
TMK bonds	0.41	0.41
Medium-term notes	<b>3.45</b>	3.42

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 19. Borrowings (continued)

##### (c) Interest rate risks

The exposure of the borrowings of the Group at the reporting dates (before taking into account the derivatives to swap the floating rates to fixed rates) to interest rate changes and the contractual repricing dates are as follows:

	Variable rates 1 to 6 months S\$'000	Fixed rates 1 to 5 years S\$'000	Fixed rates more than 5 years S\$'000	Total S\$'000
<u>Group</u>				
<b>31 March 2022</b>				
Borrowings	<b>2,797,046</b>	-	<b>620,873</b>	<b>3,417,919</b>
<b>31 March 2021</b>				
Borrowings	2,473,748	-	797,505	3,271,253

##### (d) Carrying amounts and fair values

The carrying amount of the current and non-current bank borrowings and TMK bonds, which are at variable market rates, approximate their fair values at the reporting date.

The fair value of the current and non-current fixed-rate medium-term notes of S\$550,354,000 (2021: S\$746,105,000) is determined from adjusted quoted prices and is within Level 2 of the fair value hierarchy.

##### (e) Medium-term notes

In May 2013, the Group established, together with DBS Trustee Limited, in its capacity as Trustee of MNACT ("MNACT Trustee"), a US\$1,500,000,000 Euro Medium Term Securities Programme ("MTN Programme") via its subsidiaries, Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. ("MNACT S-TCO") and Mapletree North Asia Commercial Treasury Company (HKSAR) Limited ("MNACT HK-TCO").

Under the MTN Programme, MNACT Trustee, MNACT S-TCO and MNACT HK-TCO (collectively "the Issuers") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Medium-term notes or perpetual securities in series or tranches in Singapore Dollars or any other currency.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 19. Borrowings (continued)

##### (e) Medium-term notes (continued)

Each series or tranche of Medium-term notes may be issued in various amounts and tenors, and may bear fixed, floating or variable rates of interest. Hybrid notes or zero coupon notes may also be issued under the MTN Programme.

The Medium-term notes shall constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuers and rank pari passu and without any preference among themselves and equally with all other unsecured obligations of the Issuers, from time to time outstanding. All sums payable in respect of the Medium-term notes will be unconditionally and irrevocably guaranteed by DBS Trustee Limited, in its capacity as Trustee of MNACT.

Total Medium-term notes outstanding as at 31 March 2022 under the MTN Programme was S\$547,628,000 (2021: S\$719,713,000) consisting of:

	<u>Maturity date</u>	<u>Fixed interest rate</u>	<u>Interest payment in arrear</u>	<u>31 March 2022 '000</u>	<u>31 March 2021 '000</u>
(i)	8 September 2021	3.20%	Semi-annually	-	S\$75,000
(ii)	9 March 2022	3.43%	Semi-annually	-	S\$100,000
(iii)	9 November 2022	3.96%	Semi-annually	<b>S\$100,000</b>	S\$100,000
(iv)	22 March 2023	3.50%	Semi-annually	<b>S\$120,000</b>	S\$120,000
(v)	20 April 2023	3.25%	Semi-annually	<b>HK\$600,000</b>	HK\$600,000
(vi)	20 September 2023	3.00%	Semi-annually	<b>HK\$700,000</b>	HK\$700,000
(vii)	11 March 2027	3.65%	Semi-annually	<b>HK\$580,000</b>	HK\$580,000

##### (f) TMK Bonds

The TMK bonds of JPY6,390 million as at 31 March 2022 and 2021 bear floating interest rate of 3 Month JPY Tibor plus spread (0.32% and 0.36%) per annum and mature between 2024 and 2025.

##### (g) Undrawn committed borrowing facilities

As at 31 March 2022, the Group had unutilised facilities of S\$499,287,000 (2021: S\$378,217,000) available to meet its future obligations.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 20. Deferred tax

	2022 S\$'000	Group 2021 S\$'000
Beginning of the financial year	150,749	133,160
Tax charge to profit or loss (Note 7(a))	(2,892)	16,353
Tax charge to other comprehensive income (Note 7(c))	6,054	2,867
Translation difference on consolidation	1,732	(1,631)
End of the financial year	<b>155,643</b>	150,749

The movement in deferred income tax liabilities prior to offsetting of balances within the same tax jurisdiction is as follows:

	Accelerated tax depreciation S\$'000	Change in fair value of investment properties S\$'000	Change in fair value of derivative financial instruments S\$'000	Unremitted earnings S\$'000	Total S\$'000
<b>Group</b>					
<b>2022</b>					
Beginning of the financial year	86,289	60,735	(922)	4,647	150,749
Tax charge to profit or loss (Note 7(a))	5,878	(9,940)	-	1,170	(2,892)
Tax charge to other comprehensive income (Note 7(c))	-	-	6,054	-	6,054
Translation difference on consolidation	(12)	1,976	-	(232)	1,732
End of the financial year	<b>92,155</b>	<b>52,771</b>	<b>5,132</b>	<b>5,585</b>	<b>155,643</b>
<b>2021</b>					
Beginning of the financial year	70,039	63,611	(3,789)	3,299	133,160
Tax charge to profit or loss (Note 7(a))	19,270	(4,432)	-	1,515	16,353
Tax charge to other comprehensive income (Note 7(c))	-	-	2,867	-	2,867
Translation difference on consolidation	(3,020)	1,556	-	(167)	(1,631)
End of the financial year	<b>86,289</b>	<b>60,735</b>	<b>(922)</b>	<b>4,647</b>	<b>150,749</b>

#### 21. General reserve

Shanghai Zhan Xiang Real Estate Company Limited, an entity incorporated in China, is required to transfer 10% of its profits after taxation, as determined under the accounting principles and relevant financial regulations of China, to the general reserve until the reserve balance reaches 50% of registered capital. The transfer to this reserve must be made before distribution of dividends to its shareholders. This general reserve can be used to make good previous years' losses, if any, and may be converted to registered capital in proportion to the existing interests of the shareholders, provided that the balance after such conversion is not less than 25% of the registered capital.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 22. Hedging reserve

	Group			Group		
	2022			2021		
	Interest rate risk S\$'000	Interest rate/foreign exchange risk S\$'000	Total S\$'000	Interest rate risk S\$'000	Interest rate/foreign exchange risk S\$'000	Total S\$'000
Beginning of the financial year	(13,882)	13,778	(104)	(11,674)	17,838	6,164
Fair value changes	16,475	43,438	59,913	(11,328)	54,104	42,776
Tax charge (Note 7(c))	(3,606)	(2,448)	(6,054)	726	(3,593)	(2,867)
Reclassification to profit or loss						
- Finance costs (Note 6)	9,180	(6,800)	2,380	8,418	(7,756)	662
- Foreign exchange	-	(30,183)	(30,183)	-	(46,815)	(46,815)
Less: Non-controlling interests	(46)	-	(46)	(24)	-	(24)
End of the financial year	8,121	17,785	25,906	(13,882)	13,778	(104)

	MNACT	
	2022 Foreign exchange risk S\$'000	2021 Foreign exchange risk S\$'000
Beginning of the financial year	62	(3,824)
Fair value changes, net of tax	1,937	3,065
Reclassification to profit or loss	114	821
End of the financial year	2,113	62

#### 23. Foreign currency translation reserve

	Group	
	2022 S\$'000	2021 S\$'000
Beginning of the financial year	94,688	135,892
Translation differences relating to:		
- foreign subsidiaries and quasi-equity loans	67,228	(40,161)
- a foreign joint venture	(9,029)	(2,188)
- hedges of net investment in foreign operation	6,854	-
Reclassification to profit or loss	(1,137)	834
Less: Non-controlling interests	137	311
End of the financial year	158,741	94,688

The foreign currency translation reserve comprises foreign exchange differences arising from the translation of the financial statements of foreign entities and the translation of foreign currency loans used to hedge or form part of the Group's net investments in foreign entities. The Group's foreign currency translation reserve arises from HKD, RMB, JPY and KRW.

As at 31 March 2022, S\$6,854,000 (2021: Nil) of the foreign currency translation reserve relates to continuing hedges. None of the foreign currency translation reserve relates to hedging relationships for which hedge accounting is no longer applied.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 24. Units in issue and perpetual securities

##### (a) Units in issue

	<u>Group and MNACT</u>	
	31 March	
	2022	2021
	'000	'000
Beginning of the financial year	3,434,337	3,342,916
Units issued for		
- settlement of Management fees	28,687	21,291
- Distribution Reinvestment Plan	64,950	70,130
End of the financial year	<b>3,527,974</b>	3,434,337

The following units were issued during the financial year:

- (i) 28,687,591 (2021: 21,290,696) units, at issue prices ranging from S\$0.97 to S\$1.02 (2021: S\$0.76 to S\$0.92) per unit as payment of Management fees to the Manager and the Property Manager. 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 quarter in which the management fees accrued.
- (ii) 64,949,627 (2021: 70,129,942) units, at issue prices ranging from S\$0.96 to S\$1.04 (2021: S\$0.86 to S\$1.14) per unit, pursuant to the Distribution Reinvestment Plan ("DRP"). The DRP was introduced on 4 December 2019 whereby the Unitholders are given the option to receive their distribution in units instead of cash or a combination of units and cash.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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#### **24. Units in issue and perpetual securities (continued)**

##### **(a) Units in issue (continued)**

Each unit in MNACT represents an undivided interest in MNACT. 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 MNACT by receiving a share of all net cash proceeds derived from the realisation of the assets of MNACT less any liabilities, in accordance with their proportionate interests in MNACT. However, a Unitholder does not have the right to require that any assets (or part thereof) of MNACT be transferred to him; and
- Attend all Unitholders' meetings. The Trustee or the Manager (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 issued units of MNACT) may 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 MNACT 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 MNACT. 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 MNACT exceed its assets.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 24. Units in issue and perpetual securities (continued)

##### (b) Perpetual securities

On 8 June 2021, MNACT issued S\$250,000,000 of SGD perpetual securities under the US\$1,500,000,000 Euro Medium Term Securities Programme (the "EMTN Programme") principally to finance the purchase of a property in Japan.

Key terms of the perpetual securities are as follows:

- These perpetual securities have no fixed redemption date;
- Redemption is at the discretion of MNACT ("issuer redemption option") with the first issuer redemption option being exercisable on 8 June 2026 and thereafter semi-annually on 8 June and 8 December.
- The perpetual securities shall confer a right to the holders to receive a distribution at a rate of 3.50%\* per annum with the first distribution reset on 8 June 2026 and subsequent resets every five years thereafter;
- The distribution will be payable semi-annually at the discretion of MNACT and will be non-cumulative;
- MNACT shall not declare or pay any distributions to the Unitholders, or make redemption, unless MNACT declares or pays any distributions to the holders of the perpetual securities.

In the event of winding-up of MNACT:

- These perpetual securities rank pari passu with the holders of preferred units (if any) and rank ahead of the Unitholders of MNACT, but junior to the claims of all other present and future creditors of MNACT.

These perpetual securities are classified as equity instruments and recorded in equity in the Statements of Changes in Equity. The carrying amount of S\$248,462,000 (2021: Nil) in the Statements of Financial Position represents the perpetual securities issued net of issue costs plus profit attributable to perpetual securities holders from the last distribution date to the reporting date.

\* MNACT has entered into cross currency interest rate swaps whereby it will pay fixed JPY amounts and receive fixed SGD amounts to fund the distributions to the perpetual securities holders in SGD.

#### 25. Capital Commitments

Development expenditures contracted for at the reporting date but not recognised in the financial statements amounted to S\$1,170,000 (2021: S\$13,759,000).

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## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 26. Financial risk management

##### *Financial risk factors*

The Group's activities expose it to market risk (including currency risk and interest rate risk), credit risk and liquidity risk in the normal course of its business. The Group's overall risk management strategy seeks to minimise adverse effects from the unpredictability of financial markets on the Group's financial performance. The Group uses financial instruments such as currency forwards, interest rate swaps, cross currency interest rate swaps, and foreign currency borrowings to hedge certain financial risk exposures.

The Board of Directors ("BOD") of the Manager is responsible for setting the objectives and underlying principles of financial risk management for the Group. This is supported by comprehensive internal processes and procedures which are formalised in the Manager's organisational and reporting structure, operating manuals and delegation of authority guidelines.

##### (a) Market risk

##### (i) *Currency risk*

The Manager's investment strategy includes investing in the North Asia region. In order to manage the currency risk involved in investing in assets outside Singapore, the Manager adopts strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the investment asset as a natural currency hedge;
- the use of cross currency interest rate swaps to swap a portion of borrowings and interest in another currency into the currency of the investment asset to reduce the underlying currency exposure on the borrowings and interest; and
- entering into currency forward contracts to hedge the foreign currency income receivable from the offshore assets, back into Singapore Dollars.

MAPLETREE NORTH ASIA COMMERCIAL TRUST

NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

26. Financial risk management (continued)

(a) Market risk (continued)

(i) Currency risk (continued)

The Group's currency exposure to financial assets and financial liabilities is as follows:

	Group 31 March 2022	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	KRW S\$'000	Total S\$'000
<b>Financial assets</b>								
Cash and bank balances		56,022	21,612	88,196	81,346	103	-	247,279
Trade and other receivables and other current assets <sup>1</sup>		1,399	428	501	4,669	-	2,339	9,336
Derivative financial instruments		10,468	22,547	-	40,563	-	-	73,578
		67,889	44,587	88,697	126,578	103	2,339	330,193
<b>Financial liabilities</b>								
Trade and other payables		(14,621)	(103,701)	(44,679)	(70,030)	(185)	-	(233,216)
Lease liabilities		-	(145)	-	-	-	-	(145)
Derivative financial instruments		(697)	(839)	-	(2,573)	-	-	(4,109)
Borrowings		(615,825)	(1,755,636)	(35,642)	(902,004)	(108,812)	-	(3,417,919)
		(631,143)	(1,860,321)	(80,321)	(974,607)	(108,997)	-	(3,655,389)
<b>Net financial assets/(liabilities)</b>		(563,254)	(1,815,734)	8,376	(848,029)	(108,894)	2,339	(3,325,196)
Less: Net financial (assets)/liabilities denominated in the respective entities' functional currencies								
Currency forwards		46,069	1,715,196	(8,161)	851,036	-	-	-
Cross currency interest rate swaps <sup>#</sup>		-	(50,173)	(29,798)	(26,675)	-	(4,365)	-
		517,000	101,077	-	-	109,155	-	-
<b>Net currency exposure</b>		(185)	(49,634)*	(29,583)*	(23,668)*	261	(2,026)*	-

MAPLETREE NORTH ASIA COMMERCIAL TRUST

NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

26. Financial risk management (continued)

(a) Market risk (continued)

(i) *Currency risk* (continued)

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	KRW S\$'000	Total S\$'000
<b>Group</b>							
<b>31 March 2021</b>							
<b>Financial assets</b>							
Cash and bank balances	85,745	14,332	84,560	67,460	101	-	252,198
Trade and other receivables and other current assets <sup>1</sup>	1,855	5,001	4,480	3,311	-	-	14,647
Derivative financial instruments	1,404	8,092	-	14,534	-	-	24,030
	89,004	27,425	89,040	85,305	101	-	290,875
<b>Financial liabilities</b>							
Trade and other payables	(13,436)	(100,321)	(45,066)	(68,924)	(174)	-	(227,921)
Lease liabilities	-	(62)	-	-	-	-	(62)
Derivative financial instruments	(1,342)	(19,364)	-	(5,054)	-	-	(25,760)
Borrowings	(804,000)	(1,624,453)	(35,365)	(700,230)	(107,205)	-	(3,271,253)
	(818,778)	(1,744,200)	(80,431)	(774,208)	(107,379)	-	(3,524,996)
<b>Net financial assets/(liabilities)</b>	(729,774)	(1,716,775)	8,609	(688,903)	(107,278)	-	(3,234,121)
Less: Net financial (assets)/liabilities dominated in the respective entities' functional currencies	37,988	1,616,920	(4,683)	689,119	-	-	-
Currency forwards	-	(52,875)	(30,762)	(21,985)	-	(1,901)	(1,901)
Gross currency interest rate swaps <sup>#</sup>	692,000	100,178	-	-	107,205	-	-
<b>Net currency exposure</b>	214	(52,552)*	(26,836)*	(21,769)*	(73)	(1,901)*	(1,901)*

<sup>1</sup> Excludes prepayments.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (a) Market risk (continued)

##### (i) Currency risk (continued)

MNACT's currency exposure to financial assets and financial liabilities is as follows:

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	KRW S\$'000	Total S\$'000
<b>MNACT</b>							
<b>31 March 2022</b>							
<b>Financial assets</b>							
Cash and bank balances	55,395	399	215	3,008	-	-	59,017
Trade and other receivables	7,402	735	-	-	631	-	8,768
Derivative financial instruments	2,810	-	-	-	-	-	2,810
	<b>65,607</b>	<b>1,134</b>	<b>215</b>	<b>3,008</b>	<b>631</b>	<b>-</b>	<b>70,595</b>
<b>Financial liabilities</b>							
Trade and other payables	(11,759)	-	-	-	-	-	(11,759)
Derivative financial instruments	(697)	-	-	-	-	-	(697)
	<b>(12,456)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(12,456)</b>
<b>Net financial assets</b>	<b>53,151</b>	<b>1,134</b>	<b>215</b>	<b>3,008</b>	<b>631</b>	<b>-</b>	<b>58,139</b>
Less: Net financial assets denominated in MNACT's functional currency	(53,151)	-	-	-	-	-	58,139
Add: Highly probable forecast transactions	-	50,173	29,798	26,675	-	4,365	-
Less: Currency forwards	-	(50,173)	(29,798)	(26,675)	-	(4,365)	-
<b>Net currency exposure</b>	<b>-</b>	<b>1,134</b>	<b>215</b>	<b>3,008</b>	<b>631</b>	<b>-</b>	<b>-</b>
<b>31 March 2021</b>							
<b>Financial assets</b>							
Cash and bank balances	83,081	85	3,926	-	-	-	87,092
Trade and other receivables	7,603	506	-	-	620	-	8,729
Derivative financial instruments	1,404	-	-	-	-	-	1,404
	<b>92,088</b>	<b>591</b>	<b>3,926</b>	<b>-</b>	<b>620</b>	<b>-</b>	<b>97,225</b>
<b>Financial liabilities</b>							
Trade and other payables	(16,069)	-	-	-	-	-	(16,069)
Derivative financial instruments	(1,342)	-	-	-	-	-	(1,342)
	<b>(17,411)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(17,411)</b>
<b>Net financial assets</b>	<b>74,677</b>	<b>591</b>	<b>3,926</b>	<b>-</b>	<b>620</b>	<b>-</b>	<b>79,814</b>
Less: Net financial assets denominated in MNACT's functional currency	(74,677)	-	-	-	-	-	-
Add: Highly probable forecast transactions	-	52,875	30,762	21,985	-	1,901	-
Less: Currency forwards	-	(52,875)	(30,762)	(21,985)	-	(1,901)	-
<b>Net currency exposure</b>	<b>-</b>	<b>591</b>	<b>3,926</b>	<b>-</b>	<b>620</b>	<b>-</b>	<b>-</b>

# At 31 March 2022, the Group had cross currency interest rate swaps to swap S\$220 million (2021: S\$395.0 million) Medium-term notes to HK\$1,231.0 million (2021: HK\$2,270.0 million), and US\$80.0 million (2021: US\$80.0 million) bank loan to HK\$623.2 million (2021: HK\$623.2 million), S\$297.0 million (2021: S\$297.0 million) bank loan to JPY 24,126.0 million (2021: JPY 24,126.0 million) and HK\$580.0 million (2021: HK\$580.0 million) Medium-term note to JPY 8,281.8 million (2021: JPY8,281.8 million).

\* Net currency exposure of S\$49.6 million, S\$29.6 million, S\$23.7 million and S\$2.0 million (2021: S\$52.6 million, S\$26.8 million, S\$21.8 million and S\$1.9 million) for HKD, RMB and JPY (subsidiaries) and KRW (joint venture) respectively mainly relates to currency forward contracts entered into to hedge future foreign currency income receivable in FY2022/2023 (2021: FY2021/2022), back into SGD.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (a) Market risk (continued)

##### (i) *Currency risk* (continued)

The Group's main foreign currency exposure to financial assets and financial liabilities is in HKD, RMB, JPY and KRW. If the HKD, RMB, JPY and KRW change against the SGD by 5% (2021: 5%) with all other variables including tax being held constant, the effects on profit after tax and Unitholders' funds for the year will be as follows:

	Group Increase/(decrease)	
	2022 S\$'000	2021 S\$'000
HKD against SGD		
- strengthened	(2,482)	(2,627)
- weakened	2,482	2,627
RMB against SGD		
- strengthened	(1,479)	(1,342)
- weakened	1,479	1,342
JPY against SGD		
- strengthened	(1,183)	(1,088)
- weakened	1,183	1,088
KRW against SGD		
- strengthened	(101)	(95)
- weakened	101	95

As at 31 March 2022, MNACT's foreign currency exposure mainly relates to its cash and bank balances denominated in JPY (2021: RMB). If the JPY change against the SGD by 5% with all other variables including tax being held constant, the effects on profit after tax and Unitholders' funds for the year arising from the net financial asset/liability position will be S\$150,000 (2021: S\$196,000).

##### (ii) *Cash flow and fair value interest rate risk*

The Group's exposure to changes in interest rates relates primarily to interest-earning financial assets and interest-bearing financial liabilities. 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. The Group has no significant interest-bearing assets.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (a) Market risk (continued)

##### (ii) Cash flow and fair value interest rate risk (continued)

The Group's policy is to maintain at least 50% of its borrowings in fixed-rate instruments. The Group's exposure to cash flow interest rate risks arises mainly from variable-rate borrowings. The Manager manages these cash flow interest rate risks using floating-to-fixed interest rate swaps and cross currency interest rate swaps.

A change of 50 basis point ("bps") in interest rates at the reporting date would have increased/(decreased) profit after tax and Unitholders' funds by the amounts shown below. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

	<u>Profit after tax</u>		<u>Unitholders' fund (including hedging reserve)</u>	
	50bps increase S\$'000	50bps (decrease) S\$'000	50bps increase S\$'000	50bps (decrease) S\$'000
<b>Group 2022</b>				
Interest rate swap	-	-	20,842	(20,842)
Unhedged variable rate instruments	(3,092)	3,092	(3,092)	3,092
Cash flow sensitivity (net)	(3,092)	3,092	17,750	(17,750)
<b>2021</b>				
Interest rate swap	-	-	17,033	(17,033)
Unhedged variable rate instruments	(3,332)	3,332	(3,332)	3,332
Cash flow sensitivity (net)	(3,332)	3,332	13,701	(13,701)

##### (b) Credit risk

Credit risk is the potential financial loss resulting from the failure of a customer or counterparty to settle its financial and contractual obligations to the Group, as and when they fall due.

The Manager has established credit limits for customers and monitors their balances on an ongoing basis. Credit evaluations are performed by the Manager before lease agreements are entered into with customers. The risk is also mitigated due to customers placing security deposits or furnishing bankers guarantees for lease rentals. Cash and short-term bank deposits are placed with financial institutions which are regulated.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (b) Credit risk (continued)

At the reporting date, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying amount of each financial asset in the Statements of Financial Position.

Major classes of financial assets are cash and bank balances and trade and other receivables.

Information on trade receivables is as follows:

	<u>Group</u>		<u>MNACT</u>	
	<b>2022</b>	2021	<b>2022</b>	2021
	<b>S\$'000</b>	S\$'000	<b>S\$'000</b>	S\$'000
<u>By geographical areas</u>				
Singapore	<b>1,082</b>	1,840	<b>1,082</b>	1,840
Hong Kong SAR	<b>304</b>	712	-	-
China	<b>77</b>	797	-	-
Japan	<b>5</b>	-	-	-
	<b>1,468</b>	3,349	<b>1,082</b>	1,840

##### (i) *Financial assets that are neither past due nor impaired*

Bank deposits that are neither past due nor impaired are mainly deposits with banks which are regulated and with high credit-ratings assigned by international credit-rating agencies. Trade and other receivables that are neither past due nor impaired are substantially from 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:

	<u>Group</u>		<u>MNACT</u>	
	<b>2022</b>	2021	<b>2022</b>	2021
	<b>S\$'000</b>	S\$'000	<b>S\$'000</b>	S\$'000
Past due 0 to 3 months	<b>397</b>	478	-	-
Past due 3 to 6 months	<b>11</b>	178	-	-
Past due over 6 months	-	227	-	-
	<b>408</b>	883	-	-

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 26. Financial risk management (continued)

##### (b) Credit risk (continued)

###### (ii) *Financial assets that are past due and/or impaired* (continued)

Management assessed that no allowance for impairment is required in respect of trade receivables in the view of the Group's credit management policy, where the outstanding account receivables balances can be offset by tenancy deposits in the event of default. Hence, the credit losses for the Group is not expected to be significant.

There were no allowances for impairment provided based on the collection trend in the last two financial years. MNACT will monitor the current approach of recognising impairment allowances based on lifetime expected losses i.e. credit loss expected over the life of the receivables and adjusted for current and forward-looking estimates.

As at 31 March 2022 and 2021, the Group and MNACT had no trade receivables which it determined to be impaired and there are no allowances for impairment provided for.

##### (c) Liquidity risk

The Manager monitors and maintains a sufficient level of cash, bank balances and adequate committed credit facilities, as part of the Manager's prudent liquidity risk management. As at 31 March 2022, the Group had a net current liabilities of S\$363,130,000 (2021: S\$94,163,000) which is mainly due to borrowings maturing by March 2023 (2021: March 2022). As at 31 March 2022, the Group has undrawn but committed borrowing facilities of S\$499,287,000 (2021: S\$378,217,000) and an untapped balance of S\$1,249,032,000 (2021: S\$1,290,466,000) from the MTN Programme to meet operational expenses, refinance borrowings and for the servicing of financial obligations as and when they fall due.

The Manager also monitors and observes the CCIS issued by the MAS concerning the leverage limit as well as bank covenants imposed by the banks on the various borrowings.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (c) Liquidity risk (continued)

The table below analyses the maturity profile of the Group's and MNACT's financial liabilities (including derivative financial liabilities) based on contractual undiscounted cash flows.

	Less than 1 year S\$'000	Between 1 and 2 years S\$'000	Between 2 and 5 years S\$'000	Over 5 years S\$'000
<b>Group</b>				
<b>31 March 2022</b>				
Derivative financial liabilities:				
Net-settled interest rate swaps				
- Net payments	(3,509)	(1,158)	(788)	-
Gross-settled cross currency interest rate swaps				
- Receipts	-	-	-	-
- Payments	-	-	-	-
Gross-settled currency forwards				
- Receipts	29,884	-	-	-
- Payments	(30,581)	-	-	-
Trade and other payables	(141,372)	(40,266)	(49,642)	(1,936)
Lease liabilities	(34)	(111)	-	-
Borrowings	(514,342)	(826,927)	(2,131,260)	(102,832)
	<b>(659,954)</b>	<b>(868,462)</b>	<b>(2,181,690)</b>	<b>(104,768)</b>
<b>31 March 2021</b>				
Derivative financial liabilities:				
Net-settled interest rate swaps				
- Net payments	(8,816)	(5,369)	(2,194)	-
Gross-settled cross currency interest rate swaps				
- Receipts	2,416	1,364	2,641	-
- Payments	(3,929)	(2,673)	(5,177)	-
Gross-settled currency forwards				
- Receipts	63,225	-	-	-
- Payments	(64,567)	-	-	-
Trade and other payables	(122,060)	(41,467)	(62,760)	(1,634)
Lease liabilities	(62)	-	-	-
Borrowings	(264,552)	(611,610)	(2,342,939)	(224,961)
	<b>(398,345)</b>	<b>(659,755)</b>	<b>(2,410,429)</b>	<b>(226,595)</b>
<b>MNACT</b>				
<b>31 March 2022</b>				
Derivative financial liabilities:				
Gross-settled currency forwards				
- Receipts	29,884	-	-	-
- Payments	(30,581)	-	-	-
Trade and other payables	(11,759)	-	-	-
	<b>(12,456)</b>	-	-	-
<b>31 March 2021</b>				
Derivative financial liabilities:				
Gross-settled currency forwards				
- Receipts	63,225	-	-	-
- Payments	(64,567)	-	-	-
Trade and other payables	(16,069)	-	-	-
	<b>(17,411)</b>	-	-	-

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (d) Capital management

The primary objective of the Manager's capital management is to ensure the Group maintains an optimal capital structure within the borrowing limit set out in the CCIS issued by the MAS. The Manager seeks to maintain an optimal capital structure to balance the cost of capital and the returns to Unitholders. There were no changes to the Manager's approach to capital management during the financial year.

The Group is subject to the aggregate leverage limit as defined in Appendix 6 of the CCIS ("Property Funds Appendix"). The Property Funds Appendix stipulates that the total borrowings and deferred payments (collectively, the "Aggregate Leverage") of a property fund should not exceed 50.0% (2021: 50.0%) of the fund's deposited property. The Group has complied with the Aggregate Leverage requirement for the financial years ended 31 March 2022 and 2021.

The aggregate leverage ratio is calculated as total borrowings divided by total assets, including the Group's proportionate share of its joint venture's borrowings and deposited property value.

	<b>2022</b>	<b>Group</b>
	<b>S\$'000</b>	<b>2021</b>
		<b>S\$'000</b>
Total borrowings*	<b>3,561,672</b>	3,418,406
Total assets*	<b>8,592,051</b>	8,236,402
Aggregate leverage ratio	<b>41.5%</b>	41.5%
Percentage of the Group's total borrowings (Note 19) to the Group's net asset value	<b>74.2%</b>	74.6%

\* Excludes share attributable to non-controlling interests, and includes the Group's proportionate share of joint venture's borrowings and deposited property value.

The Group and MNACT are in compliance with the borrowing limit requirement imposed by the CCIS and all externally imposed capital requirements for the financial years ended 31 March 2022 and 2021.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (e) Fair value measurements

The following table presents derivative financial instruments measured and carried at fair value at reporting dates and classified by level of the following fair value measurement hierarchy:

- (i) Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- (ii) 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
- (iii) Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

	<u>Group</u>		<u>MNACT</u>	
	2022	2021	2022	2021
	S\$'000	S\$'000	S\$'000	S\$'000
<b><u>Level 2</u></b>				
<b>Assets</b>				
Derivative financial instruments	73,578	24,030	9,664	1,404
<b>Liabilities</b>				
Derivative financial instruments	(4,109)	(25,760)	(697)	(1,342)

The fair values of derivative financial instruments that are not traded in an active market (for example, over-the-counter derivatives) are determined by using valuation techniques. The fair values of currency forwards are determined using banks' quoted forward rates and foreign exchange spot rates at the reporting date. The fair values of interest rate swaps and cross currency interest rate swaps are calculated as the present value of the estimated future cash flows, using assumptions based on market conditions existing at the reporting date.

The carrying amounts of cash and bank balances, trade and other receivables, other current assets and trade and other payables approximate their fair values. 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 non-current fixed rate borrowings as disclosed in Note 19(d).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 26. Financial risk management (continued)

##### (f) Categories of financial assets and financial liabilities

The following table sets out the different categories of financial instruments as at the reporting date:

	<u>Group</u>		<u>MNACT</u>	
	<b>2022</b>	2021	<b>2022</b>	2021
	<b>S\$'000</b>	S\$'000	<b>S\$'000</b>	S\$'000
Financial derivative assets at fair value through profit or loss	<b>73,578</b>	24,030	<b>9,664</b>	1,404
Financial derivative liabilities at fair value through profit or loss	<b>(4,109)</b>	(25,760)	<b>(697)</b>	(1,342)
Financial assets at amortised cost <sup>1</sup>	<b>256,615</b>	266,845	<b>67,785</b>	95,821
Financial liabilities at amortised cost	<b>(3,651,280)</b>	(3,499,236)	<b>(11,759)</b>	(16,069)

<sup>1</sup> Excludes prepayments.

#### 27. Parent and ultimate parent

For financial reporting purposes under SFRS(I) 10 *Consolidated Financial Statements*, the Group is regarded as a subsidiary of Mapletree Investments Pte Ltd, incorporated in Singapore. The ultimate parent is Temasek Holdings (Private) Limited, incorporated in Singapore.

#### 28. Significant related party transactions

For the purposes 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 subject to common significant influence. Related parties may be individuals or other entities. The Manager and the Property Manager are indirect wholly-owned subsidiaries of the parent.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 28. Significant related party transactions (continued)

During the financial year, other than those disclosed elsewhere in the financial statements, the following significant related party transactions took place at terms agreed between the parties as follows:

	<u>Group</u>		<u>MNACT</u>	
	2022 S\$'000	2021 S\$'000	2022 S\$'000	2021 S\$'000
Manager's management fees paid/payable	18,235	15,847	18,235	15,847
Japan asset management fee	5,687	5,744	-	-
Property Manager's management fees paid/payable	15,563	14,122	-	-
Lease rental received/receivable	24,159	23,941	-	-
Project management fee paid/payable	-	945	-	-
Property management cost reimbursements	10,575	9,493	-	-
Waiver of performance fee	5,601	-	-	-
Interest expense and financing fees paid/payable	8,486	9,134	-	-
Acquisition fees paid	4,604	2,729	-	-
Reimbursement of bank guarantees and due diligence consultant costs for the acquisition of TPG	-	289	-	-

#### 29. Segment information

The Group has determined the operating segments based on the reports reviewed by Management that are used to make strategic decisions. Management comprises the Chief Executive Officer and the Chief Financial Officer.

Management considers the business from a geographic segment perspective. Geographically, Management manages and monitors the business in North Asia, primarily China, Hong Kong SAR, Japan and South Korea. The Group is in the business of investing, directly or indirectly, in a diversified portfolio of income-producing real estate in the North Asia region which is used primarily for commercial purposes (including real estate used predominantly for retail and/or office purposes), as well as other real estate-related assets.

Management assesses the performance of the geographic segments based on a measure of its net property income and profit before interest income, finance costs and change in fair value of investment properties and financial derivatives as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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#### **29. Segment information** (continued)

Manager management fees, trustee fees, other trust expenses are allocated based on the total asset of the respective geographic segments. Interest income and finance costs are not allocated to segments, as the treasury activities are centrally managed by the Group.

The Group provides a single product/service - commercial business.

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 29. Segment information (continued)

The segment information provided to Management for the reportable segments for the financial year ended 31 March 2022 is as follows:

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	South Korea S\$'000	Others* S\$'000	Total S\$'000
Gross revenue	204,447	110,021	112,208	-	-	426,676
<b>Net property income</b>	<b>153,751</b>	<b>91,327</b>	<b>76,863</b>	<b>-</b>	<b>-</b>	<b>321,941</b>
<b>Profit before interest income, finance cost and net change in fair value of investment properties and financial derivatives</b>	<b>157,512</b>	<b>81,102</b>	<b>71,840</b>	<b>22,739</b>	<b>(1,917)</b>	<b>331,276</b>
Interest income						1,730
Finance cost						(66,106)
Net change in fair value of investment properties	(133,320)	(26,350)	(55,729)	-	-	(215,399)
Net change in fair value of financial derivatives						2,051
<b>Profit before income tax</b>						<b>53,552</b>
Income tax expense						(31,551)
<b>Profit after income tax</b>						<b>22,001</b>
<b>Other Segment items</b>						
Other non-operating income - insurance proceeds	12,354	-	-	-	-	12,354
Share of profit of a joint venture	-	-	-	22,965	-	22,965
Earnings before interest income, finance cost, net change in fair value of investment properties and tax ^	157,955	81,465	73,022	8,614	(1,917)	319,139
Capital expenditure						
- Investment properties @	25,417	(16)	13,244	-	-	38,645
- Plant and equipment	711	-	-	-	-	711
	26,128	(16)	13,244	-	-	39,356
Segment assets						
- Investment properties #	4,455,213	1,879,868	1,660,983	-	-	7,996,064
- Investment in a joint venture	-	-	-	123,353	-	123,353
- Other segment assets	25,770	69,935	104,018	2,922	60,419	263,064
	4,480,983	1,949,803	1,765,001	126,275	60,419	8,382,481
Derivative financial instruments						73,578
<b>Consolidated total assets</b>						<b>8,456,059</b>
Segment liabilities						
- Trade and other payables	86,739	44,990	93,148	913	7,426	233,216
- Lease liabilities	145	-	-	-	-	145
- Current income tax liabilities						40,251
- Deferred tax liabilities						155,643
						429,255
Borrowings and Derivative financial instruments						3,422,028
<b>Consolidated total liabilities</b>						<b>3,851,283</b>

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 29. Segment information (continued)

The segment information provided to Management for the reportable segments for the financial year ended 31 March 2021 is as follows:

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	South Korea S\$'000	Others* S\$'000	Total S\$'000
Gross revenue	185,164	104,948	101,303	-	-	391,415
<b>Net property income</b>	<b>138,748</b>	<b>86,966</b>	<b>66,326</b>	<b>-</b>	<b>-</b>	<b>292,040</b>
<b>Profit before interest income, finance cost and net change in fair value of investment properties and financial derivatives</b>	<b>178,567</b>	<b>76,098</b>	<b>61,827</b>	<b>3,303</b>	<b>(1,282)</b>	<b>318,513</b>
Interest income						2,050
Finance cost						(71,595)
Net change in fair value of investment properties	(428,673)	(78,783)	26,499	-	-	(480,957)
Net change in fair value of financial derivatives						3,886
<b>Loss before income tax</b>						<b>(228,103)</b>
Income tax expense						(36,459)
<b>Loss after income tax</b>						<b>(264,562)</b>
<b>Other Segment items</b>						
Other non-operating income - insurance proceeds	46,393	-	-	-	-	46,393
Share of profit of a joint venture	-	-	-	3,428	-	3,428
Earnings before interest income, finance cost, net change in fair value of investment properties and tax ^	180,505	76,377	63,489	3,296	(1,282)	322,386
Capital expenditure						
- Investment properties @	12,111	(380)	8,012	-	-	19,743
- Plant and equipment	957	-	-	-	-	957
	13,068	(380)	8,012	-	-	20,700
Segment assets						
- Investment properties #	4,520,082	1,835,168	1,318,800	-	-	7,674,050
- Investment in a joint venture	-	-	-	116,562	-	116,562
- Other segment assets	23,980	86,743	71,747	2,528	89,033	274,031
	4,544,062	1,921,911	1,390,547	119,090	89,033	8,064,643
Derivative financial instruments						24,030
<b>Consolidated total assets</b>						<b>8,088,673</b>
Segment liabilities						
- Trade and other payables	100,495	45,072	68,924	684	12,746	227,921
- Lease liabilities	62	-	-	-	-	62
- Current income tax liabilities						27,805
- Deferred tax liabilities						150,749
						406,537
Borrowings and Derivative financial instruments						3,297,013
<b>Consolidated total liabilities</b>						<b>3,703,550</b>

\* Others segment comprises MNACT and a subsidiary, which are not reportable segments individually.

# Investment properties contribute significantly to total non-current assets.

@ Included in additions are capitalised expenditure and amortisation of capitalised expenditure during the financial year.

^ Excluded the Group's share of joint venture's interest income, finance cost and fair value gain (net of tax).

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

#### 30. Financial Ratios

	2022	Group	2021
	%		%
Ratio of expenses to weighted average net assets <sup>1</sup>			
- including performance component of Manager's management fees	0.60		0.54
- excluding performance component of Manager's management fees	0.60		0.54
Ratio of total operating expenses to net asset value <sup>2</sup>	2.88		2.84
Portfolio turnover ratio <sup>3</sup>	-		-

<sup>1</sup> The ratios are computed in accordance with the guidelines of Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group, excluding property expenses, finance costs, foreign exchange gain/(loss) and income tax expenses.

<sup>2</sup> The ratio is computed based on the total property expenses, which include fees and charges paid/payable to interested persons, Manager's management fees, trustee's fee and other trust expenses amounting to S\$132,419,000 (2021: S\$124,350,000) for the financial year and as a percentage of net asset value at the reporting date.

<sup>3</sup> In accordance with the formulae stated in the CCIS, the ratio reflects the number of times per year that a dollar of assets is reinvested. The 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.

#### 31. Events occurring after reporting date

##### (i) Distributions payable

On 19 April 2022, the Manager announced a distribution of 3.393 cents per unit for the period stated below.

	cents per unit	S\$'000
Distribution for the period 1 October 2021 to 31 March 2022 payable on 19 May 2022	3.393	119,713

##### (ii) Proposed merger of MNACT and MCT

On 29 April 2022, the Manager of MNACT had given the following notices to MNACT Unitholders in relation to the proposed merger of MNACT and MCT (the "Merger") which will be effected by way of a trust scheme of arrangement (the "Trust Scheme") in accordance with the Singapore Code on Take-overs and Mergers and the deed of trust constituting MNACT dated 14 February 2013 (as amended), with MNACT Unitholders entitled to elect to receive the Scheme Consideration in new units in MCT ("MCT Units"), a combination of cash and MCT Units or wholly in cash:

- (a) for an extraordinary general meeting of MNACT Unitholders ("EGM") to be held on 23 May 2022 at 2.30 p.m. for the purpose of seeking approval from MNACT Unitholders for the MNACT Trust Deed Amendments (as defined in the notice of EGM); and

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2022

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#### 31. Events occurring after reporting date (continued)

##### (ii) Proposed merger of MNACT and MCT (continued)

- (b) for a trust scheme meeting of MNACT Unitholders ("Trust Scheme Meeting") to be held on 23 May 2022 at 3.00 p.m., (or as soon thereafter following the conclusion of the EGM, whichever is later) for the purpose of seeking approval from MNACT Unitholders for the Trust Scheme.

In the event that MNACT Unitholders approve the MNACT Trust Deed Amendments and the Trust Scheme at the EGM and the Trust Scheme Meeting respectively, MNACT will, subject to the approval of the SGX-ST and the satisfaction or waiver of the remaining conditions precedent to the implementation of the Trust Scheme, be delisted and removed from the Official List of the SGX-ST.

In connection with the waivers obtained from the SGX-ST with respect to Rule 707(1) of the SGX-ST Listing Manual, subject to the Trust Scheme becoming effective by 31 August 2022, MNACT will not be required to issue its annual report for the financial year ended 31 March 2022.

#### 32. New or amended accounting standards and interpretations effective for future financial periods

Several new or amended standards and interpretations to existing standards are effective for annual periods beginning on or after 1 April 2022, and have not been applied in the preparation of the Group financial statements for the financial year ended 31 March 2022.

The new or amended standards and interpretations which are relevant for the Group are listed below, and the Group plans to adopt these standards and interpretations on the required effective date. These standards are not expected to have any significant effect on the financial statements of the Group.

		Effective date (annual periods beginning on or after)
SFRS(I)	Title	
Amendments to SFRS(I) 1	1-Classification of Liabilities as Current or Non-current	1 April 2023

## MAPLETREE NORTH ASIA COMMERCIAL TRUST

### NOTES TO THE FINANCIAL STATEMENTS

*For the financial year ended 31 March 2022*

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#### **32. New or amended accounting standards and interpretations effective for future financial periods (continued)**

##### Amendments to SFRS(I) 1-1 *Classification of Liabilities as Current or Non-current*

The narrow-scope amendments to SFRS(I) 1-1 Presentation of Financial Statements clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. Classification is unaffected by the expectations of the entity or events after the reporting date (e.g. the receipt of a waiver or a breach of covenant). The amendments also clarify what SFRS(I) 1-1 means when it refers to the 'settlement' of a liability.

The amendments could affect the classification of liabilities, particularly for entities that previously considered management's intentions to determine classification and for some liabilities that can be converted into equity.

The Group does not expect any significant impact arising from applying these amendments.

#### **33. Authorisation of the financial statements**

The financial statements were authorised for issue by the Manager and the Trustee on 13 May 2022.

## FINANCIAL STATEMENTS

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## REPORT OF THE TRUSTEE

For the financial year ended 31 March 2021

DBS Trustee Limited (the "Trustee") is under a duty to take into custody and hold the assets of Mapletree Commercial Trust ("MCT") and its subsidiaries (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 financial year covered by these financial statements, set out on pages 136 to 193, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

For and on behalf of the Trustee  
DBS Trustee Limited

Jane Lim Puay Yuen  
Director

Singapore, 28 April 2021

## STATEMENT BY THE MANAGER

For the financial year ended 31 March 2021

In the opinion of the directors of Mapletree Commercial Trust Management Ltd., the accompanying financial statements of Mapletree Commercial Trust ("MCT") and its subsidiaries (the "Group") as set out on pages 136 to 193, comprising the Statements of Financial Position and Portfolio Statement of MCT and the Group as at 31 March 2021, the Statements of Profit or Loss, Statements of Comprehensive Income, 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 financial 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 2021 and the financial performance, 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 Singapore Financial Reporting Standards (International) and relevant requirements of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore. 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 Sharon  
Director

Singapore, 28 April 2021

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE COMMERCIAL TRUST

(Constituted under a Trust Deed in the Republic of Singapore)

## Report on Audit of the Financial Statements

### OUR OPINION

In our opinion, the accompanying consolidated financial statements of Mapletree Commercial Trust ("MCT") and its subsidiaries (the "Group") and the Statement of Profit or Loss, Statement of Comprehensive Income, 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 Singapore Financial Reporting Standards (International) ("SFRS(I)s") and applicable requirements of the Code on Collective Investment Schemes relating to financial reporting (the "CIS Code"), 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 2021 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 profit or loss of the Group and MCT for the financial year ended 31 March 2021;
- the statements of comprehensive income of the Group and MCT for the financial year ended 31 March 2021;
- the statements of financial position of the Group and MCT as at 31 March 2021;
- the distribution statements of the Group and MCT for the financial year ended 31 March 2021;
- the consolidated statement of cash flows of the Group for the financial year ended 31 March 2021;
- the statements of movements in unitholders' funds for the Group and MCT for the financial year ended 31 March 2021;
- the portfolio statement for the Group and MCT for the financial year ended 31 March 2021; 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.

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE COMMERCIAL TRUST

(Constituted under a Trust Deed in the Republic of Singapore)

## 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.

## 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 2021. 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
<p><u>Valuation of investment properties</u> Refer to Note 13 - Investment properties</p> <p>As at 31 March 2021, the carrying value of the Group's investment properties of \$8.74 billion accounted for 97.6% of the Group's total assets.</p> <p>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.</p> <p>The independent valuation reports have highlighted that with the heightened uncertainty of the Coronavirus Disease 2019 ("COVID-19") outbreak, a higher degree of caution should be exercised when relying upon the valuation. The valuations are based on the information available as at the date of valuation. Values and incomes may change more rapidly and significantly than during normal market conditions.</p> <p>The key inputs are disclosed in Note 13 to the accompanying financial statements.</p>	<p>Our audit procedures included the following:</p> <ul style="list-style-type: none"> <li>assessed the competence, capabilities and objectivity of the external valuers engaged by the Group;</li> <li>obtained an understanding of the techniques and inputs used by the external valuers in determining the valuations of individual investment properties;</li> <li>tested the integrity of information, including underlying lease and financial information provided to the external valuers;</li> <li>assessed the reasonableness of the capitalisation rates, discount rates and adjusted price per square feet by benchmarking these inputs against those of comparable properties and prior year inputs. Where the inputs and estimates were beyond the expected range, we performed procedures to understand the reasons and therefore the validity of these inputs and estimates; and</li> <li>challenged the projected cash flows used against the current and historical lease rates.</li> </ul> <p>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.</p> <p>The valuers are members of recognised bodies for professional valuers. The valuation techniques used were in line with generally accepted market practices and the key assumptions used were within the range used by valuers of similar investment properties.</p>

# 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 Annual Report 2020/21 ("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 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 SFRS(I)s, applicable requirements of the CIS Code 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.

# 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

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.
- 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.

# 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)

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 Rebekah Khan.

PricewaterhouseCoopers LLP  
Public Accountants and Chartered Accountants

Singapore, 28 April 2021

# STATEMENTS OF PROFIT OR LOSS

For the financial year ended 31 March 2021

	Note	Group		MCT	
		2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
Gross revenue	3	478,997	482,825	450,090	454,557
Property operating expenses	4	(101,987)	(104,885)	(86,259)	(97,586)
<b>Net property income</b>		<b>377,010</b>	377,940	<b>363,831</b>	356,971
Finance income		754	813	3,898	786
Finance expenses	5	(76,848)	(78,787)	(67,698)	(71,852)
Manager's management fees					
– Base fees		(22,458)	(20,031)	(18,546)	(18,378)
– Performance fees		(15,080)	(15,117)	(12,257)	(13,908)
Trustee's fees		(1,049)	(952)	(1,049)	(952)
Other trust expenses	6	(1,153)	(1,345)	(1,093)	(1,260)
Foreign exchange gain/(loss)		8,639	(7,900)	8,639	(7,900)
Net change in fair value of financial derivative		(8,786)	8,885	(8,786)	8,885
<b>Profit before tax and fair value change in investment properties</b>		<b>261,029</b>	263,506	<b>266,939</b>	252,392
Net change in fair value of investment properties	7	(192,420)	279,591	(173,459)	303,866
<b>Profit for the financial year before tax</b>		<b>68,609</b>	543,097	<b>93,480</b>	556,258
Income tax expense	8(a)	(3)	(2)	–	–
<b>Profit for the financial year after tax before distribution</b>		<b>68,606</b>	543,095	<b>93,480</b>	556,258
<b>Earnings per unit (cents)</b>					
– Basic	9	2.07	17.74		
– Diluted	9	2.07	17.74		

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF COMPREHENSIVE INCOME

For the financial year ended 31 March 2021

	Note	Group		MCT	
		2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
<b>Profit for the financial year after tax before distribution</b>		<b>68,606</b>	543,095	<b>93,480</b>	556,258
<b>Other comprehensive income — items that may be reclassified subsequently to profit or loss</b>					
Cash flow hedges					
– Fair value losses	22	(8,949)	(24,244)	(4,976)	(19,623)
– Reclassification to profit or loss	22	14,376	(389)	11,218	(333)
<b>Total comprehensive income for the financial year</b>		<b>74,033</b>	518,462	<b>99,722</b>	536,302

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF FINANCIAL POSITION

As at 31 March 2021

		Group		MCT	
		31 March		31 March	
	Note	2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
<b>ASSETS</b>					
<b>Current assets</b>					
Cash and cash equivalents	10	192,543	65,857	176,652	46,280
Trade and other receivables	11	7,631	5,027	7,813	4,896
Tax recoverable	8(c)	5,849	1,850	—	—
Other current assets	12	528	526	346	376
		206,551	73,260	184,811	51,552
<b>Non-current assets</b>					
Investment properties	13	8,737,000	8,920,000	7,202,000	7,360,000
Plant and equipment	14	266	329	223	265
Investments in subsidiaries	15	—	—	910,964	910,964
Derivative financial instruments	16	6,767	13,482	14,317	18,159
		8,744,033	8,933,811	8,127,504	8,289,388
<b>Total assets</b>		8,950,584	9,007,071	8,312,315	8,340,940
<b>LIABILITIES</b>					
<b>Current liabilities</b>					
Derivative financial instruments	16	2,390	376	2,390	376
Trade and other payables	17	114,047	104,448	97,192	87,650
Borrowings	18	70,000	159,971	—	—
Loans from a subsidiary	18	—	—	70,000	159,971
		186,437	264,795	169,582	247,997
<b>Non-current liabilities</b>					
Derivative financial instruments	16	17,573	22,943	19,631	22,943
Other payables	17	53,007	59,362	45,809	52,306
Borrowings	18	2,959,625	2,848,049	1,391,074	1,200,933
Loans from a subsidiary	18	—	—	933,764	1,012,015
Deferred tax liabilities	19	24,974	24,974	—	—
		3,055,179	2,955,328	2,390,278	2,288,197
<b>Total liabilities</b>		3,241,616	3,220,123	2,559,860	2,536,194
<b>NET ASSETS ATTRIBUTABLE TO UNITHOLDERS</b>		5,708,968	5,786,948	5,752,455	5,804,746
Represented by:					
Unitholders' funds		5,708,968	5,786,948	5,752,455	5,804,746
<b>UNITS IN ISSUE ('000)</b>	21	3,316,204	3,307,510	3,316,204	3,307,510
<b>NET ASSET VALUE PER UNIT (\$)</b>		1.72	1.75	1.73	1.76

The accompanying notes form an integral part of these financial statements.

## DISTRIBUTION STATEMENTS

For the financial year ended 31 March 2021

	Group		MCT	
	2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
<b>Amount available for distribution to Unitholders at beginning of financial year</b>	<b>66,109</b>	102,519	<b>53,489</b>	102,519
<b>Profit for the financial year after tax before distribution</b>	<b>68,606</b>	543,095	<b>93,480</b>	556,258
<b>Adjustment for net effect of non-tax chargeable items and other adjustments (Note A)</b>	<b>218,114</b>	(299,877)	<b>192,295</b>	(325,660)
<b>Income available for distribution</b>	<b>286,720</b>	243,218	<b>285,775</b>	230,598
<b>Capital Distribution</b>	<b>28,000</b>	–	<b>28,000</b>	–
<b>Amount available for distribution for the year</b>	<b>314,720</b>	243,218	<b>313,775</b>	230,598
<b>Distribution to Unitholders:</b>				
Distribution of 0.91 cent per unit for the period from 1 January 2020 to 31 March 2020	(30,098)	–	(30,098)	–
Distribution of 4.17 cents per unit for the period from 1 April 2020 to 30 September 2020	(138,191)	–	(138,191)	–
Distribution of 2.31 cents per unit for the period from 1 January 2019 to 31 March 2019	–	(66,752)	–	(66,752)
Distribution of 2.31 cents per unit for the period from 1 April 2019 to 30 June 2019	–	(66,864)	–	(66,864)
Distribution of 2.32 cents per unit for the period from 1 July 2019 to 30 September 2019	–	(67,179)	–	(67,179)
Distribution of 0.61 cent per unit for the period from 1 October 2019 to 24 October 2019	–	(17,663)	–	(17,663)
Distribution of 1.85 cents per unit for the period from 25 October 2019 to 31 December 2019	–	(61,170)	–	(61,170)
<b>Total Unitholders' distribution (including capital distribution) (Note B)</b>	<b>(168,289)</b>	(279,628)	<b>(168,289)</b>	(279,628)
<b>Amount available for distribution to Unitholders at end of financial year</b>	<b>212,540</b>	66,109	<b>198,975</b>	53,489

The accompanying notes form an integral part of these financial statements.

## DISTRIBUTION STATEMENTS

For the financial year ended 31 March 2021

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>Note A:</b>				
Adjustment for net effect of non-tax chargeable items and other adjustments comprise:				
Major non-tax deductible/(chargeable) items:				
– Management fees paid/payable in units	15,402	16,143	15,402	16,143
– Trustee's fees	1,049	952	1,049	952
– Financing fees	3,285	2,787	2,471	2,455
– Net change in fair value of financial derivative	8,786	(8,885)	8,786	(8,885)
– Net change in fair value of investment properties	192,420	(279,591)	173,459	(303,866)
– Unrealised foreign exchange (gain)/loss	(8,639)	7,900	(8,639)	7,900
– Amortisation of rental incentives	6,496	1,097	–	–
Other non-tax deductible items and other adjustments	(685)	(40,280)	(233)	(40,359)
	<b>218,114</b>	<b>(299,877)</b>	<b>192,295</b>	<b>(325,660)</b>
<b>Note B:</b>				
– Taxable income distribution	(150,063)	(278,636)	(150,063)	(278,636)
– Capital distribution	(18,226)	(992)	(18,226)	(992)
	<b>(168,289)</b>	<b>(279,628)</b>	<b>(168,289)</b>	<b>(279,628)</b>

The accompanying notes form an integral part of these financial statements.

# CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2021

	Note	2021 \$'000	2020 \$'000
<b>Cash flows from operating activities</b>			
Profit for the financial year after tax before distribution		68,606	543,095
Adjustments for:			
– Income tax expense	8(a)	3	2
– Depreciation	14	148	70
– Impairment of trade receivables	24(c)	163	77
– Plant and equipment written off	14	–	17
– Unrealised foreign exchange (gain)/loss		(8,639)	7,900
– Net change in fair value of investment properties	7	192,420	(279,591)
– Net change in fair value of financial derivative		8,786	(8,885)
– Finance income		(754)	(813)
– Finance expenses	5	76,848	78,787
– Manager's management fees paid/payable in units		15,402	16,143
		352,983	356,802
Change in working capital:			
– Trade and other receivables		(4,759)	1,833
– Other current assets		(2)	(142)
– Trade and other payables		11,215	11,723
<b>Cash generated from operations</b>		359,437	370,216
– Income tax paid	8(c)	(4,002)	(*)
<b>Net cash provided by operating activities</b>		355,435	370,216
<b>Cash flows from investing activities</b>			
Additions to investment properties		(14,332)	(17,088)
Acquisition of interest in investment property - Note A		–	(887,741)
Additions to plant and equipment	14	(85)	(216)
Finance income received		680	806
<b>Net cash used in investing activities</b>		(13,737)	(904,239)
<b>Cash flows from financing activities</b>			
Proceeds from borrowings		944,100	2,276,500
Repayments of borrowings		(754,400)	(2,472,301)
Proceeds from issue of notes		–	250,000
Redemption of notes		(160,000)	(50,000)
Payments of financing fees		(2,045)	(5,814)
Payments of distribution to Unitholders		(168,289)	(279,628)
Finance expenses paid		(74,378)	(76,434)
Proceeds from issue of new units		–	918,557
Payments of transaction costs related to issuance of new units		–	(10,119)
<b>Net cash (used in)/generated from financing activities</b>		(215,012)	550,761
<b>Net increase in cash and cash equivalents</b>		126,686	16,738
<b>Cash and cash equivalents</b>			
Beginning of financial year		65,857	49,119
End of financial year	10	192,543	65,857

\* Amount is less than \$1,000

Note A - This relates to the purchase consideration paid on the adjusted net asset value (net of cash and cash equivalents acquired) of Mapletree Business City Pte Ltd ("MBC PL") and the related transaction costs. The amount excludes the acquisition fee paid to the Manager by way of issuance of units.

The accompanying notes form an integral part of these financial statements.

# CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 March 2021

## Reconciliation of liabilities arising from financing activities

	Borrowings and interest payable	
	2021	2020
	\$'000	\$'000
<b>Beginning of financial year</b>	<b>3,020,608</b>	2,359,337
Proceeds from borrowings	<b>944,100</b>	2,276,500
Repayments of borrowings	<b>(754,400)</b>	(2,472,301)
Asset acquisition	–	653,229
Proceeds from issue of notes	–	250,000
Redemption of notes	<b>(160,000)</b>	(50,000)
Finance expenses paid	<b>(74,378)</b>	(76,434)
Payments of financing fees	<b>(2,045)</b>	(5,814)
Change in working capital:		
– Trade and other receivables	–	(598)
– Trade and other payables	–	2
Non-cash changes:		
– Finance expenses	<b>76,848</b>	78,787
– Unrealised foreign exchange (gain)/loss	<b>(8,639)</b>	7,900
<b>End of financial year</b>	<b>3,042,094</b>	3,020,608

The accompanying notes form an integral part of these financial statements.

## STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

For the financial year ended 31 March 2021

		Group		MCT	
	Note	2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
<b>OPERATIONS</b>					
<b>Balance at beginning of financial year</b>		<b>1,867,403</b>	1,603,936	<b>1,880,524</b>	1,603,894
Profit for the financial year		<b>68,606</b>	543,095	<b>93,480</b>	556,258
Distributions to Unitholders		<b>(168,289)</b>	(279,628)	<b>(168,289)</b>	(279,628)
<b>Balance at end of financial year</b>		<b>1,767,720</b>	1,867,403	<b>1,805,715</b>	1,880,524
<b>UNITHOLDERS' CONTRIBUTION</b>					
<b>Balance at beginning of financial year</b>		<b>3,942,864</b>	3,010,729	<b>3,942,864</b>	3,010,729
Movement during the financial year					
– Manager's management fees paid in units		<b>16,276</b>	15,947	<b>16,276</b>	15,947
– Manager's acquisition fee paid in units		–	7,750	–	7,750
– Issue of new units pursuant to private placement		–	458,036	–	458,036
– Issue of new units pursuant to preferential offering		–	460,521	–	460,521
– Issue costs		–	(10,119)	–	(10,119)
<b>Balance at end of financial year</b>		<b>3,959,140</b>	3,942,864	<b>3,959,140</b>	3,942,864
<b>HEDGING RESERVE</b>					
<b>Balance at beginning of financial year</b>		<b>(23,319)</b>	1,314	<b>(18,642)</b>	1,314
Fair value losses	22	<b>(8,949)</b>	(24,244)	<b>(4,976)</b>	(19,623)
Reclassification to profit or loss	5	<b>14,376</b>	(389)	<b>11,218</b>	(333)
<b>Balance at end of financial year</b>	22	<b>(17,892)</b>	(23,319)	<b>(12,400)</b>	(18,642)
<b>Total Unitholders' funds at end of financial year</b>		<b>5,708,968</b>	5,786,948	<b>5,752,455</b>	5,804,746

The accompanying notes form an integral part of these financial statements.

# PORTFOLIO STATEMENT

As at 31 March 2021

Property name	Acquisition date	Tenure of land	Term of lease <sup>1</sup>	Remaining term of lease	Location
<b>Investment properties held under MCT</b>					
VivoCity	N.A <sup>2</sup>	Leasehold	99 years	75 years	1 HarbourFront Walk VivoCity Singapore
Mapletree Business City I ("MBC I")	25 August 2016 <sup>3</sup>	Leasehold <sup>3</sup>	99 years	75 years	10, 20, 30 Pasir Panjang Road Singapore
mTower (excludes 17 <sup>th</sup> -21 <sup>st</sup> , 33 <sup>rd</sup> and 39 <sup>th</sup> storeys)	27 April 2011 <sup>4</sup>	Leasehold	99 years	75 years	460 Alexandra Road mTower Singapore
Mapletree Anson	4 February 2013 <sup>4</sup>	Leasehold	99 years	85 years	60 Anson Road Mapletree Anson Singapore
Bank of America Merrill Lynch HarbourFront ("MLHF")	27 April 2011 <sup>4</sup>	Leasehold	99 years	75 years	2 HarbourFront Place Bank of America Merrill Lynch HarbourFront Singapore
<b>Sub-Total – MCT</b>					
<b>Investment property held under Mapletree Business City LLP ("MBC LLP")</b>					
Mapletree Business City II ("MBC II")	1 November 2019 <sup>3</sup>	Leasehold <sup>3</sup>	99 years	75 years	Part 20, 40, 50, 60, 70, 80 Pasir Panjang Road Singapore
<b>Sub-Total – MBC LLP</b>					

Gross revenue/Investment properties - Group  
 Other assets and liabilities (net) – Group  
 Net assets attributable to Unitholders – Group

## Notes:

<sup>1</sup> Refers to the leasehold tenure of the land.

<sup>2</sup> VivoCity was owned and developed by MCT prior to Listing Date.

<sup>3</sup> MBC I was acquired from MBC PL on 25 August 2016 and MBC II was acquired from Heliconia Realty Pte Ltd ("HRPL") on 1 November 2019. Mapletree Business City ("MBC") comprises MBC I and MBC II. MBC is on a single leasehold land title, with MBC I on strata lease from 25 August 2016 to 29 September 2096.

<sup>4</sup> mTower (former PSA Building), Mapletree Anson and MLHF were acquired from HRPL, 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 2021 and 31 March 2020 conducted by Savills Valuation and Professional Services (S) Pte. Ltd. ("Savills") for VivoCity and CBRE Pte. Ltd. ("CBRE") for MBC, mTower, Mapletree Anson and MLHF. Savills and CBRE have appropriate professional qualifications and experience in the location and category of the properties being valued. As at 31 March 2021 and 31 March 2020, the valuations of the investment properties were based on the income capitalisation method, discounted cash flow method and direct comparison method where applicable.

The accompanying notes form an integral part of these financial statements.

	<b>Gross revenue for the financial year ended 31/03/2021 \$'000</b>	Gross revenue for the financial year ended 31/03/2020 \$'000	<b>Occupancy rate as at 31/03/2021 %</b>	Occupancy rate as at 31/03/2020 %	<b>At valuation as at 31/03/2021 \$'000</b>	At valuation as at 31/03/2020 \$'000	<b>Percentage of total net assets attributable to Unitholders as at 31/03/2021 %</b>	Percentage of total net assets attributable to Unitholders as at 31/03/2020 %
	<b>169,323</b>	210,401	<b>97.1</b>	99.6	<b>3,148,000</b>	3,262,000	<b>55.1</b>	56.4
	<b>128,803</b>	132,914	<b>90.2</b>	96.4	<b>2,226,000</b>	2,198,000	<b>39.0</b>	37.9
	<b>40,219</b>	50,141	<b>75.5</b>	88.1	<b>742,000</b>	791,000	<b>13.0</b>	13.7
	<b>34,506</b>	31,807	<b>100.0</b>	97.8	<b>747,000</b>	762,000	<b>13.1</b>	13.1
	<b>19,845</b>	20,025	<b>100.0</b>	100.0	<b>339,000</b>	347,000	<b>5.9</b>	6.0
	<b>392,696</b>	445,288			<b>7,202,000</b>	7,360,000	<b>126.1</b>	127.1
	<b>86,301</b>	37,537	<b>100.0</b>	99.4	<b>1,535,000</b>	1,560,000	<b>26.9</b>	27.0
	<b>86,301</b>	37,537			<b>1,535,000</b>	1,560,000	<b>26.9</b>	27.0
	<b>478,997</b>	482,825			<b>8,737,000</b> <b>(3,028,032)</b>	8,920,000 (3,133,052)	<b>153.0</b> <b>(53.0)</b>	154.1 (54.1)
					<b>5,708,968</b>	5,786,948	<b>100.0</b>	100.0

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

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. The principal activities of its subsidiaries are set out in Note 15.

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 follow:

### (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 not exceeding 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 from MCT and 100% of its management fees in cash from MBC LLP from the date of acquisition, 1 November 2019.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 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

The Trustee will pay Mapletree Commercial Property Management Pte. Ltd. (the "Property Manager"), for each fiscal year (as defined in the Property Management Agreement), the following fees:

- 2.0% per annum of Gross Revenue for the relevant property;
- 2.0% per annum of the NPI for the relevant property (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 for the relevant property) 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 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 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES

### 2.1 Basis of preparation

The Monetary Authority of Singapore ("MAS") has granted the Group a waiver from compliance with the requirement under Paragraph 4.3 of Appendix 6 to the Code on Collective Investment Schemes (the "CIS Code") to prepare its financial statements in accordance with Singapore Financial Reporting Standards ("SFRS").

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) ("SFRS(I)"), the applicable requirements of the CIS Code issued by MAS and the provisions of the Trust Deed.

These financial statements, which are expressed in Singapore Dollars ("S" or "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 SFRS(I) requires the Manager 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, where estimates and assumptions are significant to the financial statements is disclosed in Note 13 – Investment properties. Those assumptions and estimates were used by the independent valuers in arriving at their valuations.

#### ***Interpretations and amendments to published standards effective in 2020***

On 1 April 2020, the Group has adopted the new or amended SFRS(I) and Interpretations of SFRS(I) ("INT SFRS(I)") as below 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 transitional provisions in the respective SFRS(I) and INT SFRS(I).

The adoption of these new or amended SFRS(I)s and INT SFRS(I)s did not result in substantial changes to the Group's accounting policies and had no material effect on the amounts reported for the current or prior financial years.

#### ***Interest Rate Benchmark Reform***

In accordance with the transition provisions, the Group has adopted the amendments to SFRS(I) 9 and SFRS(I) 7 effective 1 April 2020 retrospectively to hedging relationships that existed at the start of the financial year or were designated thereafter, and to the amount accumulated in the cash flow hedge reserve at that date.

The amendments provide temporary relief from applying specific hedge accounting requirements to hedging relationships directly affected by inter-bank offered rate (IBOR) reform. The reliefs have the effect that IBOR reform should not generally cause hedge accounting to terminate. However, any hedge ineffectiveness continues to be recorded in the income statement. The reliefs will cease to apply when the uncertainties arising from interest rate benchmark reform are no longer present.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.1 Basis of preparation (continued)

The Group has applied the following reliefs that were introduced by the amendments made to SFRS(I) 9 Financial Instruments:

- when considering the 'highly probable' requirement, the Group has assumed that the interest rates on which the Group's hedged debt is based does not change as a result of IBOR reform;
- in assessing whether the hedge is expected to be highly effective on a forward-looking basis, the Group has assumed that the interest rates on which the cash flows of the hedged debt and the interest rate swap that hedges it are based is not altered by the IBOR reform; and
- The Group has not recycled the cash flow hedge reserve relating to the period after the reforms are expected to take effect.

### 2.2 Revenue recognition

#### (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 include gross turnover rental, are recognised as income in profit or loss when earned and the amount can be measured reliably.

Any changes in the scope or the consideration for a lease that was not part of the original terms and conditions of the lease (for example, rent concessions given which were not contemplated as part of the original terms and conditions of the lease) are accounted for as lease modifications.

The Group accounts for a modification to an operating lease as a new lease from the effective date of the modification, recognising the remaining lease payments as income on either a straight-line basis or another systematic basis over the remaining lease term.

#### (b) *Car parking income*

Car parking income from the operation of car parks is recognised over time upon utilisation of car parking facilities by tenants and visitors.

#### (c) *Finance income*

Finance income is recognised on a time proportion basis using the effective interest method.

#### (d) *Dividend income*

Dividend income is recognised when the right to receive the payment is established, if it is probable that the economic benefits associated with the dividend will flow to the Group, and the amount of the dividend can be reliably measured.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.3 Government grants

Government grants are recognised as a receivable at their fair value when there is reasonable assurance that the grant will be received and the Group will comply with all the attached conditions.

Government grants receivable are recognised as income over the periods necessary to match them with the related costs which they are intended to compensate, on a systematic basis.

### 2.4 Expenses

#### (a) *Trustee's fees*

Trustee's fees are recognised on an accrual basis using the applicable formula stipulated in Note 1(a).

#### (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) *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).

### 2.5 Borrowing costs

Borrowing costs are recognised in profit or loss 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 current and prior financial year.

### 2.6 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 balance sheet 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.6 Income taxes (continued)

A deferred income tax liability is recognised on temporary differences arising on investments in subsidiaries, except where the Group is able to control the timing of the reversal of the temporary differences 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 balance sheet date; and
- (ii) based on the tax consequence that will follow from the manner in which the Group expects, at the balance sheet date, to recover or settle the carrying amounts of its assets and liabilities.

Current and deferred income taxes are recognised as income or expenses in profit or loss, 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 Singapore branch of a company incorporated outside Singapore;
- A body of persons (excluding companies or 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);
- 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 (Cap. 145); or
- A real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment.

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 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.7 Group accounting

#### (a) Subsidiaries

##### (i) Consolidation

Subsidiaries are entities (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. Subsidiaries are 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 subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

##### (ii) Acquisitions

The acquisition method of accounting is used to account for business combinations entered into by the Group.

The consideration transferred for the business acquisition of a subsidiary or business 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.

For acquisitions of subsidiaries which do not qualify as business combinations, the transactions are accounted for in accordance with the respective accounting policies for the assets acquired and the liabilities assumed.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.7 Group accounting (continued)

#### (a) Subsidiaries (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 profit or loss or transferred directly to Unitholders' funds if required by SFRS(I).

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 profit or loss.

Please refer to Note 2.12 "Investments in subsidiaries" for the accounting policy on investments in subsidiaries 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.

### 2.8 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.

### 2.9 Non-derivative financial assets

#### (a) Classification and measurement

The Group classifies its non-derivative financial assets at amortised cost. The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset. The Group reclassifies debt instruments when and only when its business model for managing those assets change.

##### *Financial assets at amortised cost*

##### (i) At initial recognition

At initial recognition, the Group measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset.

##### (ii) At subsequent measurement

Debt instruments include "cash and cash equivalents", "trade and other receivables" and deposits presented in "other current assets" in the Statements of Financial Position. Debt instruments that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. A gain or loss on a debt instrument that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets is included in interest income using the effective interest rate method.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.9 Non-derivative financial assets (continued)

#### (b) Impairment

The Group assesses on a forward-looking basis the expected credit losses associated with its debt financial assets carried at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

For trade receivables, the Group applies the simplified approach permitted by SFRS(I) 9 *Financial Instruments*, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

#### (c) Recognition and derecognition

Regular way purchases and sales of financial assets are recognised on trade date – the date on which the Group commits to purchase or sell the asset.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all risks and rewards of ownership.

On disposal of a debt instrument, the difference between the carrying amount and the sale proceeds is recognised in profit or loss. Any amount previously recognised in other comprehensive income relating to that asset is reclassified to profit or loss.

### 2.10 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 Trust Deed requires the investment properties to be valued by independent registered valuers at least once a year in accordance with the CIS Code. Changes in fair value are recognised in profit or loss.

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 profit or loss. The costs of maintenance, repairs and minor improvements are recognised in profit or loss when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to profit or loss.

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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.11 Plant and equipment

#### (a) Measurement

Plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

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:

	<u>Useful lives</u>
Plant and equipment	2 – 10 years

The residual values, estimated useful lives and depreciation method of plant and equipment are reviewed, and adjusted as appropriate, at each balance sheet date. The effects of any revision are recognised in profit or loss 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 profit or loss 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 profit or loss.

### 2.12 Investments in subsidiaries

Investments in subsidiaries are carried at cost less accumulated impairment losses in MCT's Statement of Financial Position. On disposal of the investments in subsidiaries, the difference between net disposal proceeds and the carrying amount of the investment is recognised in profit or loss.

### 2.13 Impairment of non-financial assets

Plant and equipment and investments in subsidiaries 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.13 Impairment of non-financial assets (continued)

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 profit or loss.

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 profit or loss.

### 2.14 Borrowings

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least 12 months after the balance sheet 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 profit or loss over the period of the borrowings using the effective interest method.

### 2.15 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.

### 2.16 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.

Fair value changes on derivatives that are not designated or do not qualify for hedge accounting are recognised in profit or loss when the changes arise.

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 hedging transactions. The Group also documents its assessment, both at hedge inception and on an ongoing basis on whether the hedging relationship meets the hedge effectiveness requirements under SFRS(I) 9.

The fair values of various derivative financial instruments used for hedging purposes are disclosed in Note 24(f). 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.16 Derivative financial instruments and hedging activities (continued)

#### *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 other comprehensive income, accumulated in the hedging reserve and reclassified to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in profit or loss.

### 2.17 Leases

#### *When the Group is the lessee:*

At the inception of the contract, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

#### *Right-of-use assets*

Right-of-use assets are measured at cost which comprises the initial measurement of lease liabilities adjusted for any lease payments made at or before the commencement date and lease incentive received. Any initial direct costs that would not have been incurred if the lease had not been obtained are added to the carrying amount of the right-of-use assets.

Right-of-use assets which meet the definition of an investment property are presented within "Investment properties" and accounted for in accordance with Note 2.10.

#### *Short-term and low-value leases*

The Group has elected to not recognise right-of-use assets and lease liabilities for short-term leases that have lease terms of 12 months or less and leases of low value leases. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease term.

### 2.18 Fair value estimation of financial assets and liabilities

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques based on market conditions existing at each balance sheet date.

The fair value of interest rate swaps are calculated as the present value of the estimated future cash flows. The fair value of the cross currency interest rate swap is determined using quoted currency rates as at the balance sheet date.

### 2.19 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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.20 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 SGD, 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 balance sheet date are recognised in profit or loss.

### 2.21 Financial guarantees

The Trustee has issued financial guarantees in relation to certain borrowings of MCT's subsidiaries. These guarantees are financial guarantees as they require MCT to reimburse the banks if the subsidiaries fail to make principal or interest payments when due in accordance with the terms of their borrowings. Intra-Group transactions are eliminated on consolidation.

Financial guarantee contracts are initially measured at fair value and subsequently measured at the higher of:

- (a) amount initially recognised less the cumulative amount of income recognised in accordance with the principles of SFRS(I) 15; and
- (b) the amount of expected loss allowance computed in accordance with SFRS(I) 9.

### 2.22 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.

### 2.23 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.

### 2.24 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, and of its tax-exempt income (if any). 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 SGD.

Following the amendments to Rule 705 of the SGX-ST Listing Manual effective from 7 February 2020, MCT has adopted the new half-yearly reporting framework with effect from 1 April 2020. Consequently, any distributions to Unitholders will be on a half-yearly basis.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 3. GROSS REVENUE

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Gross rental income (a)	454,351	455,766	372,718	421,924
Car parking income	8,316	11,409	6,588	9,078
Other operating income	13,586	18,394	10,676	17,000
Dividend income	–	–	57,394	9,269
	476,253	485,569	447,376	457,271
Government grant income (b)	36,711	–	33,867	–
Less: Government grant expense (b)	(33,967)	(2,744)	(31,153)	(2,714)
	478,997	482,825	450,090	454,557

Gross revenue is generated by the Group's and MCT's investment properties.

### (a) Gross rental income

The turnover rental for the financial year ended 31 March 2021 were \$7,957,000 and \$7,946,000 (2020: \$11,103,000 and \$11,096,000) for the Group and MCT respectively.

Rental rebates (on top of government support) of \$42,513,000 and \$41,329,000 (2020: \$6,006,000 and \$5,916,000) were provided to eligible tenants by the Group and MCT respectively.

### (b) Government grant income/expense

Government grant income and corresponding expense have been recognised in relation to cash grant and property tax rebates received from the Singapore Government as part of the COVID-19 relief measures and corresponding disbursement to eligible tenants.

The Group and MCT has fully passed through cash grants and property tax rebates, as mandated by the government, in the form of rental rebates and rental waiver to eligible tenants.

For the financial year ended 31 March 2021, the government grant income relates to cash grant of \$10,702,000 and \$10,071,000 received by the Group and MCT respectively, and property tax rebates of \$26,009,000 and \$23,796,000 received by the Group and MCT respectively.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 4. PROPERTY OPERATING EXPENSES

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Operation and maintenance	20,722	19,569	17,157	17,940
Utilities	6,835	8,002	6,053	7,598
Property tax (a)	41,881	40,619	35,117	37,532
Property management fees	19,493	19,595	15,912	18,050
Staff costs (b)	9,531	11,081	8,831	10,654
Marketing and professional expenses	1,983	4,644	1,945	4,586
Depreciation (Note 14)	148	70	127	62
Other operating expenses	1,394	1,305	1,117	1,164
	101,987	104,885	86,259	97,586

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.

### (a) Property tax

Included in property tax is a grant income of \$1,603,000 and \$1,487,000 in relation to the property tax rebates on non-tenanted and common areas of the investment properties of the Group (2020: \$Nil) and MCT (2020: \$Nil) respectively.

### (b) Staff costs

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.

The Jobs Support Scheme ("JSS") was introduced in the Budget 2020 and enhanced subsequently in the supplementary budgets to provide wage support to employers to help them retain their local employees. Included in the staff costs above, for the financial year ended 31 March 2021, staff cost recovery of \$2,345,000 and \$2,132,000 in relation to the JSS were received from the Property Manager for the Group and MCT (2020: \$Nil) respectively.

## 5. FINANCE EXPENSES

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Interest expense				
– subsidiary	–	–	30,440	29,907
– non-related parties	59,147	76,333	23,529	39,767
	59,147	76,333	53,969	69,674
Derivative hedging instruments				
– Cash flow hedges, reclassified from hedging reserve (Note 22)	14,376	(389)	11,218	(333)
Financing fees	3,325	2,843	2,511	2,511
	76,848	78,787	67,698	71,852

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 6. OTHER TRUST EXPENSES

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Audit fee	109	114	105	96
Consultancy and professional fees	279	319	244	293
Valuation fees	198	74	152	56
Other trust expenses	567	838	592	815
	1,153	1,345	1,093	1,260

Included in other trust expenses of MCT was an amount of \$12,000 (2020: \$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. NET CHANGE IN FAIR VALUE OF INVESTMENT PROPERTIES

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Change in fair value of investment properties (Note 13)	(196,850)	295,239	(171,393)	303,866
Effects of recognising rental incentives on a straight-line basis over the lease terms	4,430	(15,648)	(2,066)	–
Net change in fair value of investment properties recognised in the profit or loss	(192,420)	279,591	(173,459)	303,866

## 8. INCOME TAXES

### (a) Income tax expense

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Tax expense attributable to profit is made up of:				
Current income tax				
– Current financial year	4	2	–	–
– (Over)/Under provision in prior years	(1)	*	–	–
	3	2	–	–

\* Amount is less than \$1,000

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 8. INCOME TAXES (continued)

### (b) Tax reconciliation

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	
	2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
Profit before tax	68,609	543,097	93,480	556,258
Tax calculated at a tax rate of 17% (2020: 17%)	11,664	92,326	15,892	94,564
Effects of:				
– Expenses not deductible for tax purposes	37,726	2,181	34,346	2,105
– Income not subject to tax due to tax transparency ruling (Note 2.6)	(47,648)	(48,390)	(38,824)	(46,431)
– Income not subject to tax	(1,738)	(46,115)	(11,414)	(50,238)
– (Over)/Under provision in prior years	(1)	*	–	–
	3	2	–	–

\* Amount is less than \$1,000

### (c) Tax recoverable

	Group		MCT	
	31 March		31 March	
	2021 \$'000	2020 \$'000	2021 \$'000	2020 \$'000
Beginning of financial year	1,850	*	–	–
Acquisition of a subsidiary	–	1,852	–	–
Income tax paid	4,002	*	–	–
Income tax expense	(4)	(2)	–	–
Over/(Under) provision in prior years	1	(*)	–	–
End of financial year	5,849	1,850	–	–

\* Amount is less than \$1,000

## 9. EARNINGS PER UNIT

	Group	
	2021	2020
Profit attributable to Unitholders of MCT (\$'000)	68,606	543,095
Weighted average number of units outstanding during the financial year ('000)	3,313,654	3,062,010
Basic and diluted earnings per unit (Singapore cents)	2.07	17.74

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.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 10. CASH AND CASH EQUIVALENTS

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Cash at bank and on hand	34,043	47,357	21,652	33,280
Short-term bank deposits	158,500	18,500	155,000	13,000
	192,543	65,857	176,652	46,280

Short-term bank deposits at the balance sheet date have a weighted average maturity of 1.6 months (31 March 2020: 1.1 months) from the end of the financial year. The effective interest rate at balance sheet date of the Group and MCT are both 0.3% (31 March 2020: 1.1% and 1.3% respectively) per annum.

## 11. TRADE AND OTHER RECEIVABLES

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Trade receivables:				
– related parties	58	91	56	91
– non-related parties	5,644	2,484	5,049	2,426
Trade receivables – net	5,702	2,575	5,105	2,517
Non-trade receivables due from subsidiaries	–	–	56	41
Interest receivable:				
– subsidiary	–	–	919	–
– non-related parties	87	13	87	11
Other receivables	30	–	34	44
Accrued revenue	1,812	2,439	1,612	2,283
	7,631	5,027	7,813	4,896

The non-trade and other receivables balances are unsecured, interest free and repayable on demand.

## 12. OTHER CURRENT ASSETS

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Deposits	134	161	73	94
Prepayments	394	365	273	282
	528	526	346	376

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 13. INVESTMENT PROPERTIES

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>Completed investment properties</b>				
Beginning of financial year	8,920,000	7,039,000	7,360,000	7,039,000
Additions	13,850	17,221	13,393	17,171
Acquisition	–	1,568,577	–	–
Adjustments to prior year accrued development costs	–	(37)	–	(37)
Change in fair value of investment properties (Note 7)	(196,850)	295,239	(171,393)	303,866
End of financial year	8,737,000	8,920,000	7,202,000	7,360,000

In November 2019, MCT acquired MBC II and the common premises located in MBC I for an agreed property value of \$1,550,000,000 and incurred directly attributable acquisition costs of \$18,577,000. Included in the directly attributable acquisition costs was an acquisition fee of \$7,750,000 paid to the Manager through the issuance of 3,377,642 units, stamp duty, professional and other fees paid amounting to \$10,827,000, of which \$85,000 was paid to the auditor of MCT for the services rendered as the reporting accountant.

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 presents the investment properties at fair value and classified by level of 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 inputs for the asset that are not based on observable market data (unobservable inputs).

The fair value of the properties within the Group's and MCT'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 2021

## 13. INVESTMENT PROPERTIES (continued)

### Valuation techniques used to derive Level 3 fair values

Level 3 fair values of the Group's and MCT's properties have been derived using the income capitalisation method, discounted cash flow method and direct comparison method where applicable.

The fair values are generally derived using the following methods:

- Income capitalisation – Properties are valued by capitalising the net property income at an appropriate rate of return to arrive at the market value. The net income of the properties is the estimated current rate and potential future income from existing vacancies after deducting all necessary outgoings and expenses. The adopted yield reflects the nature, location, tenure, tenancy profile of the property together with the prevailing property market condition.
- Discounted cash flow – Properties are valued by discounting the future net cash flow over a period to arrive at a present value.
- Direct comparison method – Properties are valued using transacted prices for comparable properties in the vicinity and other locations with adjustments made for differences in size, number of storeys, tenure, age, location, siting and building specifications.

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 conditions.

The independent valuation reports have highlighted that with the heightened uncertainty of the COVID-19 outbreak, a higher degree of caution should be exercised when relying upon their valuation. The valuations are based on the information available as at the date of valuation. Values and incomes may change more rapidly and significantly than during normal market conditions.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of the investment properties categorised under Level 3 of the fair value hierarchy:

Description	Fair value \$'000	Valuation techniques	Key unobservable inputs	Range of unobservable inputs
Properties for leasing	<b>8,737,000</b> (31 March 2020: 8,920,000)	Income capitalisation	Capitalisation rate	<b>3.50% – 4.85%</b> (31 March 2020: 3.50% – 4.95%)
		Discounted cash flow	Discount rate	<b>6.50% – 7.25%</b> (31 March 2020: 6.50% - 7.25%)
		Direct comparison	Adjusted price per square feet	<b>\$2,564</b> (31 March 2020: \$2,503)

Relationship of key unobservable inputs to fair value

- The higher the capitalisation rate, the lower the fair value.
- The higher the discount rate, the lower the fair value.
- The higher the adjusted price per square feet, the higher the fair value.

There were no significant inter-relationships between unobservable inputs.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 14. PLANT AND EQUIPMENT

	<b>Group</b>		<b>MCT</b>	
	31 March		31 March	
	<b>2021</b>	2020	<b>2021</b>	2020
	<b>\$'000</b>	\$'000	<b>\$'000</b>	\$'000
<b>Cost</b>				
Beginning of financial year	<b>537</b>	335	<b>465</b>	335
Additions	<b>85</b>	216	<b>85</b>	216
Acquisition	–	72	–	–
Written off	–	(86)	–	(86)
End of financial year	<b>622</b>	537	<b>550</b>	465
<b>Accumulated depreciation</b>				
Beginning of financial year	<b>208</b>	207	<b>200</b>	207
Depreciation charge	<b>148</b>	70	<b>127</b>	62
Written off	–	(69)	–	(69)
End of financial year	<b>356</b>	208	<b>327</b>	200
<b>Net book value</b>				
End of financial year	<b>266</b>	329	<b>223</b>	265

## 15. INVESTMENTS IN SUBSIDIARIES

	<b>MCT</b>	
	31 March	
	<b>2021</b>	2020
	<b>\$'000</b>	\$'000
<b>Equity investments at cost</b>		
Beginning of financial year	<b>910,964</b>	*
Additions	–	910,964
End of financial year	<b>910,964</b>	910,964

\* Amount is less than \$1,000

On 26 September 2019, MCT acquired 100% of the equity interest in 80 Alexandra, a special purpose vehicle which has been incorporated for the purpose of the acquisition of MBC PL. In October 2019, MCT increased its investment in 80 Alexandra to \$910,000.

On 1 November 2019, MCT and 80 Alexandra completed the acquisition of 100% of the equity interest in MBC PL from HRPL, a related company. MCT's cost of investment of \$910,054,000 includes purchase consideration paid on the adjusted net asset value of MBC PL and the related transaction costs.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 15. INVESTMENTS IN SUBSIDIARIES (continued)

Subsequent to the acquisition, MBC PL was converted into a limited liability partnership and is now known as MBC LLP. The principal activities of MBC LLP are those relating to that of property owner and development of properties for investments.

During the financial year ended 31 March 2020, fees of \$85,000 were paid to the auditor of MCT relating to its role as reporting accountant for the acquisition of MBC PL were included in the additions to investments in subsidiaries.

The Group has the following subsidiaries as at 31 March 2021 and 31 March 2020:

Name of company	Principal activities	Country of business/ incorporation	Proportion of shares held by Group		Proportion of shares held by MCT	
			31 March		31 March	
			2021 %	2020 %	2021 %	2020 %
Mapletree Commercial Trust Treasury Company Pte. Ltd. <sup>(a)</sup>	Provision of treasury services	Singapore/ Singapore	100	100	100	100
80 Alexandra Pte. Ltd. <sup>(a)</sup>	Investment holding	Singapore/ Singapore	100	100	100	100
Mapletree Business City LLP <sup>(b)</sup>	Property development and investment	Singapore/ Singapore	100	100	99.9	99.9

<sup>(a)</sup> Audited by PricewaterhouseCoopers LLP, Singapore

<sup>(b)</sup> There is no statutory requirement for the financial statements of Mapletree Business City LLP to be audited.

There are no significant restrictions on the subsidiaries.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 16. DERIVATIVE FINANCIAL INSTRUMENTS

	Maturity	Contract notional amount \$'000	Fair value assets \$'000	Fair value liabilities \$'000
<b>Group</b>				
<b>31 March 2021</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	September 2021 – December 2025	1,295,000	2,071	(19,963)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	4,696	–
Total		1,395,000	6,767	(19,963)
Represented by:				
Current portion			–	(2,390)
Non-current portion			6,767	(17,573)
			6,767	(19,963)
<b>31 March 2020</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	May 2020 – December 2025	1,359,000	–	(23,319)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	13,482	–
Total		1,459,000	13,482	(23,319)
Represented by:				
Current portion			–	(376)
Non-current portion			13,482	(22,943)
			13,482	(23,319)

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 16. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

	Maturity	Contract notional amount \$'000	Fair value assets \$'000	Fair value liabilities \$'000
<b>MCT</b>				
<b>31 March 2021</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	September 2021 – March 2024	745,000	14	(12,414)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	4,696	–
Interest rate swaps <sup>1</sup>	August 2023 – December 2025	550,000	9,607	(9,607)
Total		1,395,000	14,317	(22,021)
Represented by:				
Current portion			–	(2,390)
Non-current portion			14,317	(19,631)
			14,317	(22,021)
<b>31 March 2020</b>				
<i>Hedge accounting cash-flow hedges:</i>				
Interest rate swaps	May 2020 – December 2025	1,109,000	–	(18,642)
<i>Non-hedge accounting:</i>				
Cross currency interest rate swap	March 2023	100,000	13,482	–
Interest rate swaps <sup>1</sup>	December 2023 – December 2025	250,000	4,677	(4,677)
Total		1,459,000	18,159	(23,319)
Represented by:				
Current portion			–	(376)
Non-current portion			18,159	(22,943)
			18,159	(23,319)

<sup>1</sup> Relates to the back-to-back interest rate swaps entered into to hedge against a subsidiary's borrowings. As at 31 March 2021, the notional amounts of these interest rate swaps were \$550,000,000 (31 March 2020: \$250,000,000), while the fair value of the derivative financial assets and liabilities arising from the interest rate swaps with the banks are \$2,057,000 (31 March 2020: \$Nil) and \$7,549,000 (31 March 2020: \$4,677,000) respectively. For the financial year ended 31 March 2021, MCT recorded related finance income of \$3,158,000 (2020: finance expenses of \$56,000).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 16. 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 profit or loss 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 profit or loss when the changes arise.

As at 31 March 2021, the interest rate swaps include a forward start interest rate swap contract for notional amount of \$50,000,000 (31 March 2020: \$50,000,000) that will mature in 2023 (31 March 2020: 2025), which the Group has entered into for the purposes of fixing the interest rate of the floating rate borrowings. The effective date for this forward start interest rate swap contract is April 2021 (2020: April 2020).

### Cross currency interest rate swap

Cross currency interest rate swaps are transacted to hedge foreign currency interest rate risk arising from foreign denominated borrowings. The cross currency interest rate swap is an economic hedge and no hedge accounting is adopted.

As at 31 March 2021, the Group held a Japanese Yen ("JPY")/SGD cross currency interest rate swap to provide SGD variable rate funding. The cross currency interest rate swap matures on the same date as the borrowings. Fair value changes on the cross currency interest rate swap are recognised in profit or loss when the changes arise.

Hedging instruments used in the Group's hedging strategy were as follows:

	Carrying Amount			Changes in fair value used for calculating hedge ineffectiveness		Hedge ineffectiveness recognised in profit or loss	Weighted average hedged rate	Maturity date
	Contract notional amount	Assets	Liabilities	Financial statement line item	Hedging instruments	Hedged item		
	\$'000	\$'000	\$'000		\$'000	\$'000	\$'000	
<b>Group</b>								
<b>31 March 2021</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	1,295,000	2,071	(19,963)	Derivative financial instruments	(8,949)	8,949	–	1.47% September 2021 – December 2025
<b>31 March 2020</b>								
Cash flow hedges								
Interest rate risk								
– Interest rate swaps to hedge floating rate borrowings	1,359,000	–	(23,319)	Derivative financial instruments	(24,244)	24,244	–	1.60% May 2020 – December 2025

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 16. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

	Carrying Amount			Changes in fair value used for calculating hedge ineffectiveness		Hedge ineffectiveness recognised in profit or loss	Weighted average hedged rate	Maturity date	
	Contract notional amount	Assets	Liabilities	Financial statement line item	Hedging instruments				Hedged item
	\$'000	\$'000	\$'000		\$'000				\$'000
MCT									
31 March 2021									
Cash flow hedges									
Interest rate risk									
– Interest rate swaps to hedge floating rate borrowings	745,000	14	(12,414)	Derivative financial instruments	(4,976)	4,976	–	1.76%	September 2021 – March 2024
31 March 2020									
Cash flow hedges									
Interest rate risk									
– Interest rate swaps to hedge floating rate borrowings	1,109,000	–	(18,642)	Derivative financial instruments	(19,623)	19,623	–	1.64%	May 2020 – December 2025

## 17. TRADE AND OTHER PAYABLES

	Group		MCT	
	31 March 2021	2020	31 March 2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>Current</b>				
Trade payables	1,267	1,078	893	555
Amounts due to related parties:				
– non-trade	–	56	–	56
Accrued capital expenditure	3,640	3,966	3,218	3,966
Accrued operating expenses	41,609	44,865	35,906	39,542
Interest payable				
– subsidiary	–	–	6,075	6,725
– non-related parties	12,469	12,588	5,257	4,117
Tenancy related deposits	25,785	17,136	23,355	14,391
Other deposits	475	224	386	204
Rental received in advance	12,491	12,228	7,156	7,188
Net Goods and Services Tax payable	7,031	6,335	5,930	5,220
Other payables	9,280	5,972	9,016	5,686
	114,047	104,448	97,192	87,650
<b>Non-current</b>				
Tenancy related deposits	53,007	59,362	45,809	52,306
	167,054	163,810	143,001	139,956

The non-trade payables due to related parties are unsecured, interest free and repayable on demand.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b><u>Borrowings</u></b>				
<b>Current</b>				
Medium term notes	70,000	160,000	–	–
Transaction cost to be amortised	(*)	(29)	–	–
	70,000	159,971	–	–
<b>Non-current</b>				
Bank loans	2,032,900	1,843,200	1,394,900	1,204,200
Medium term notes	935,714	1,014,353	–	–
Transaction cost to be amortised	(8,989)	(9,504)	(3,826)	(3,267)
	2,959,625	2,848,049	1,391,074	1,200,933
<b><u>Loans from a subsidiary</u></b>				
<b>Current</b>				
Loans from a subsidiary	–	–	70,000	160,000
Transaction cost to be amortised	–	–	(*)	(29)
	–	–	70,000	159,971
<b>Non-current</b>				
Loans from a subsidiary	–	–	935,714	1,014,353
Transaction cost to be amortised	–	–	(1,950)	(2,338)
	–	–	933,764	1,012,015
	3,029,625	3,008,020	2,394,838	2,372,919

\* Amount is less than \$1,000

The above bank loans and borrowings are unsecured. In accordance with the various facility agreements, VivoCity, MBC I, MBC II and Mapletree Anson (31 March 2020: VivoCity, MBC I, MBC II and Mapletree Anson) are subject to a negative pledge.

As at 31 March 2021, the Trustee has provided guarantees amounting to \$638,000,000 (31 March 2020: \$639,000,000) to the bank in respect to bank loans outstanding in a subsidiary.

### (a) Maturity of borrowings

#### Group

The non-current bank loans mature between 2022 and 2026 (31 March 2020: 2021 and 2026). The non-current medium term notes will mature between 2023 and 2029 (31 March 2020: 2021 and 2029).

#### MCT

The non-current bank loans mature between 2022 and 2026 (31 March 2020: 2021 and 2025). The non-current loans from a subsidiary will mature between 2023 and 2029 (31 March 2020: 2021 and 2029).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

### (b) Medium term notes

In 2012, the Group established a \$1,000,000,000 MTN Programme via its subsidiary, MCTTC. The Programme limit has been increased to \$3,000,000,000 with effect from 29 June 2018. 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 SGD 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 the Trustee.

Total notes outstanding as at 31 March 2021 under the MTN Programme was \$1,005,714,000 (31 March 2020: \$1,174,353,000), consisting of:

Maturity date		Interest rate per annum	Interest payment in arrears	31 March 2021 '000	31 March 2020 '000
(i)	24 August 2020	3.60%	Semi-annually	—	\$160,000
(ii)	12 April 2021 <sup>1</sup>	3.20%	Semi-annually	\$70,000	\$70,000
(iii)	3 February 2023	3.25%	Semi-annually	\$100,000	\$100,000
(iv)	24 August 2026	3.11%	Semi-annually	\$175,000	\$175,000
(v)	15 November 2023	2.795%	Semi-annually	\$85,000	\$85,000
(vi)	27 August 2027	3.045%	Semi-annually	\$100,000	\$100,000
(vii)	23 September 2024	3.28%	Semi-annually	\$120,000	\$120,000
(viii)	22 November 2029	3.05%	Semi-annually	\$250,000	\$250,000
(ix)	16 March 2023 <sup>2</sup>	3 month JPY LIBOR + 0.30%	Quarterly	JPY8,700,000	JPY8,700,000

<sup>1</sup> The \$70,000,000 notes maturing on 12 April 2021 have been fully redeemed on the maturity date.

<sup>2</sup> A cross currency interest rate swap has been entered into to hedge the JPY 8,700,000,000 (2020: JPY8,700,000,000) Floating Rate Notes into notional principal amount of \$100,000,000 (31 March 2020: \$100,000,000) at a floating rate SGD basis payable semi-annually in arrears. The cross currency interest rate swap is an economic hedge and no hedge accounting is adopted.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 18. 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, which 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	31 March 2021 '000	31 March 2020 '000
(i)	24 August 2020	3.60%	Semi-annually	—	\$160,000
(ii)	12 April 2021 <sup>1</sup>	3.20%	Semi-annually	\$70,000	\$70,000
(iii)	3 February 2023	3.25%	Semi-annually	\$100,000	\$100,000
(iv)	24 August 2026	3.11%	Semi-annually	\$175,000	\$175,000
(v)	15 November 2023	2.795%	Semi-annually	\$85,000	\$85,000
(vi)	27 August 2027	3.045%	Semi-annually	\$100,000	\$100,000
(vii)	23 September 2024	3.28%	Semi-annually	\$120,000	\$120,000
(viii)	22 November 2029	3.05%	Semi-annually	\$250,000	\$250,000
(ix)	16 March 2023 <sup>2</sup>	3 month JPY LIBOR + 0.30%	Quarterly	JPY8,700,000	JPY8,700,000

<sup>1</sup> The \$70,000,000 notes maturing on 12 April 2021 have been fully redeemed on the maturity date.

<sup>2</sup> A cross currency interest rate swap has been entered into to hedge the JPY 8,700,000,000 (2020: JPY8,700,000,000) Floating Rate Notes into notional principal amount of \$100,000,000 (31 March 2020: \$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 outstanding loans as at 31 March 2020 and 2021 were as follows:

	Group		MCT	
	31 March 2021	2020	31 March 2021	2020
Bank loans	2.15%	2.64%	2.21%	2.70%
Medium term notes	2.97%	3.08%	—	—
Loans from a subsidiary	—	—	2.97%	3.08%

(e) As at 31 March 2021, the Group and MCT have variable rate borrowings amounting to \$673,900,000 and \$585,900,000 respectively maturing on or after 30 June 2023 which interest rates are based on SOR.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 18. BORROWINGS AND LOANS FROM A SUBSIDIARY (continued)

### (f) Carrying amount and fair value

The carrying amounts of the current and non-current borrowings, which are at variable market rates, approximate their fair values at balance sheet date.

The carrying amounts of the fixed rate current borrowings approximate their fair values at balance sheet date. The carrying amount and fair value of the fixed rate non-current borrowings are as follow:

	Carrying amount		Fair value	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>Group</b>				
Medium term notes (non-current)	830,000	900,000	871,640	891,492
<b>MCT</b>				
Loans from a subsidiary (non-current)	830,000	900,000	871,640	891,492

The fair value above is determined from the cash flow analysis, discounted at market borrowing rates of an equivalent instrument at the balance sheet date at which the Manager expects to be available to the Group and MCT as follows:

	31 March	
	2021	2020
<b>Group</b>		
Medium term notes (non-current)	1.16% – 2.47%	2.32% – 3.42%
<b>MCT</b>		
Loans from a subsidiary (non-current)	1.16% – 2.47%	2.32% – 3.42%

The fair values are within Level 2 of the fair value hierarchy.

### (g) Undrawn committed borrowing facilities

	Group and MCT	
	31 March	
	2021	2020
	\$'000	\$'000
Expiring beyond one year	426,100	255,100

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 19. DEFERRED TAX LIABILITIES

	Group	
	31 March	
	2021	2020
	\$'000	\$'000
Beginning of financial year	24,974	–
Acquisition of a subsidiary	–	24,974
End of financial year	24,974	24,974

The deferred tax liabilities arose entirely due to accelerated tax depreciation.

## 20. LEASES

### (a) The Group and MCT as a lessee

#### Leasehold land

The right-of-use of leasehold land is secured during acquisition of investment properties and is recognised within Investment properties (Note 13).

There are no externally imposed covenants on these lease arrangements.

### (b) The Group and MCT as a lessor

The Group has leased out their owned investment properties for monthly lease payments. Where considered necessary to reduce credit risk, the Group may obtain bank guarantees or deposits for the term of the lease. These leases are classified as operating leases because the risk and rewards incidental to ownership of the assets are not substantially transferred. As part of its asset and lease management strategy, the Manager proactively engages tenants for negotiations well ahead of lease expiries to mitigate leasing risk and achieve a well-staggered lease expiry profile. The Group also actively manages its property portfolio and reviews its tenant mix in order to achieve portfolio diversification and stability.

Rental income from investment properties is disclosed in Note 3.

Undiscounted lease payments from the operating leases to be received after the balance sheet date are as below:

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Less than one year	450,884	487,374	375,895	398,677
One to two years	339,693	364,978	300,573	294,748
Later than two to three years	237,073	242,378	207,744	209,521
Later than three to four years	137,404	152,945	131,179	129,966
Later than four to five years	91,223	92,225	89,143	89,813
Later than five years	111,391	168,843	111,391	168,843
Total undiscounted lease payments	1,367,668	1,508,743	1,215,925	1,291,568

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purpose of the above disclosure, the prevailing lease rentals are used.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 21. UNITS IN ISSUE

	Note	Group and MCT	
		2021 '000	2020 '000
Units at beginning of financial year		<b>3,307,510</b>	2,889,690
Units issued as settlement of Manager's management fees	(a)	<b>8,694</b>	7,959
Units issued as settlement of Manager's acquisition fee	(b)	–	3,378
Units issued pursuant to private placement	(c)	–	200,893
Units issued pursuant to preferential offering	(d)	–	205,590
Units at end of financial year		<b>3,316,204</b>	3,307,510

- (a) During the financial year, 8,693,494 new units (31 March 2020: 7,959,350) were issued at the issue price range of \$1.7686 to \$2.1007 (31 March 2020: \$1.8687 to \$2.3339) per unit, in respect of the payment of management fees to the Manager in units. 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 financial year ended 31 March 2020, 3,377,642 new units were issued at the price of \$2.2945 per unit, amounting to \$7,750,000, as payment of the Manager's acquisition fee arising from the acquisition of subsidiaries during the financial year. The issuance represents a non-cash transaction.
- (c) During the financial year ended 31 March 2020, 200,893,000 new units were issued at the issue price of \$2.28 per unit, amounting to \$458,036,000 for cash, as part of the private placement undertaken by MCT.
- (d) During the financial year ended 31 March 2020, 205,589,840 new units were issued at the issue price of \$2.24 per unit, amounting to \$460,521,000 for cash, as part of the preferential offering undertaken by MCT, where unitholders were entitled to subscribe for 71 new units for every 1,000 existing units held.

The proceeds raised from the private placement and preferential offering were used to fund the acquisition of subsidiaries and the related acquisition costs during the financial year ended 31 March 2020.

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.

## NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

### 22. HEDGING RESERVE

	Group		MCT	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Beginning of financial year	(23,319)	1,314	(18,642)	1,314
Fair value losses	(8,949)	(24,244)	(4,976)	(19,623)
Reclassification to profit or loss				
– Finance expenses (Note 5)	14,376	(389)	11,218	(333)
End of financial year	(17,892)	(23,319)	(12,400)	(18,642)

Hedging reserve is non-distributable.

### 23. COMMITMENTS

#### Capital commitments

Capital expenditures contracted for at the balance sheet date but not recognised in the financial statements amounted to \$10,956,000 (31 March 2020: \$16,153,000).

### 24. 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 rates 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 has SOR and JPY LIBOR rate borrowings which will be affected by the IBOR reform (Note 18). The Group manages these cash flow interest rate risks using floating-to-fixed interest rate swaps. The interest rate swaps and cross currency interest rate swap have reference rates that are indexed to SOR or LIBOR, which are governed by contracts based on the International Swaps and Derivatives Association (ISDA)'s Master Agreement.

On 5 March 2021, the Financial Conduct Authority formally announced the dates for the cessation of all LIBOR benchmark settings currently published by the ICE Benchmark Administration. Accordingly, the JPY LIBOR will cease on 31 December 2021.

The Group is actively engaging with its lenders and derivative counterparties to include appropriate fall-back provisions in its floating rate liabilities and derivatives contracts with maturities after 2021.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (a) Market risk – cash flow and fair value interest rate risks (continued)

The exposure of the borrowings of the Group to interest rate changes and the contractual repricing dates at the balance sheet dates after excluding borrowings for which hedge accounting is applied are as follow:

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>6 months or less:</b>				
Revolving credit facilities	43,900	34,200	25,900	15,200
Term loans	744,000	500,000	674,000	130,000
Medium term notes	100,000	100,000	–	–
Loans from a subsidiary	–	–	100,000	100,000
	<b>887,900</b>	<b>634,200</b>	<b>799,900</b>	<b>245,200</b>

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 \$1,245,000,000 (31 March 2020: \$1,359,000,000) whereby it receives variable rates equal to the Singapore swap offer rate on the notional amounts and pays fixed interest rates ranging from 0.36% to 2.18% (31 March 2020: 1.24% to 2.18%) per annum.
- (ii) Cross currency interest rate swap, with a notional contract amount of \$100,000,000 (31 March 2020: \$100,000,000) whereby it receives a variable rate of JPY LIBOR + 0.3% (31 March 2020: JPY LIBOR + 0.3%) per annum on the notional amount and pays a variable rate of Singapore swap offer rate + 1.08% (31 March 2020: Singapore swap offer rate + 1.08%) per annum.

#### Hedge effectiveness

Hedge effectiveness is determined at the inception of the hedging relationship, and through periodic prospective effective assessments to ensure that an economic relationship exists between the hedged item and hedging instrument.

The Group enters into hedge relationships where the critical terms of the hedging instrument match exactly with the terms of the hedged item, and so a qualitative assessment of effectiveness is performed. If changes in circumstances affect the terms of the hedged item such that the critical terms no longer match exactly with the critical terms of the hedging instrument, the Group uses the hypothetical derivative method to assess effectiveness.

Hedging relationships that are impacted by interest rate benchmark reform may experience ineffectiveness because of a timing mismatch between the hedged item and the hedging instrument regarding interest rate benchmark reform transition. There is uncertainty about when and how replacement may occur with respect to the relevant hedge items and hedging instruments and such uncertainty may impact the hedging relationship. The contractual notional amount of interest rate swaps held for hedging which is based on SOR is \$1,295,000,000. The Group applied the amendments to SFRS(I) 9 to those hedging relationships directly affected by IBOR reform.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. 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 SGD. If the SGD interest rates increase/(decrease) by 50 basis points ("b.p.") (2020: 50 b.p.) with all other variables including tax rate being held constant, the profit after tax and hedging reserve attributable to Unitholders will (decrease)/increase 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)			
	Profit after tax		Hedging Reserve	
	Increase by 50 b.p. \$'000	Decrease by 50 b.p. \$'000	Increase by 50 b.p. \$'000	Decrease by 50 b.p. \$'000
<b>Group</b>				
<b>31 March 2021</b>				
Interest bearing borrowings	(4,440)	4,440	–	–
Interest rate swaps	–	–	14,084	(14,281)
Cross currency interest rate swap	(18)	18	–	–
	<b>(4,458)</b>	<b>4,458</b>	<b>14,084</b>	<b>(14,281)</b>
<b>31 March 2020</b>				
Interest bearing borrowings	(3,171)	3,171	–	–
Interest rate swaps	–	–	14,253	(14,402)
Cross currency interest rate swap	7	(7)	–	–
	<b>(3,164)</b>	<b>3,164</b>	<b>14,253</b>	<b>(14,402)</b>
<b>MCT</b>				
<b>31 March 2021</b>				
Interest bearing borrowings	(4,000)	4,000	–	–
Interest rate swaps	–	–	5,012	(5,043)
Cross currency interest rate swap	(18)	18	–	–
	<b>(4,018)</b>	<b>4,018</b>	<b>5,012</b>	<b>(5,043)</b>
<b>31 March 2020</b>				
Interest bearing borrowings	(1,226)	1,226	–	–
Interest rate swaps	–	–	8,971	(9,043)
Cross currency interest rate swap	7	(7)	–	–
	<b>(1,219)</b>	<b>1,219</b>	<b>8,971</b>	<b>(9,043)</b>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (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 a cross currency interest rate swap with notional contract amount of JPY8,700,000,000 into SGD amounting to \$100,000,000. The cross currency interest rate swap matures on the same date that the JPY medium term notes are due for repayment.

### (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 cash equivalents and trade receivables. Cash and bank deposits are placed with financial institutions which are regulated. 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.

As at 31 March 2021 and 31 March 2020, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the Statements of Financial Position, except for the guarantees provided by the Trustee in relation to certain borrowings of MCT's subsidiaries (Note 18) amounting \$1,638,000,000 (31 March 2020: \$1,799,000,000).

The Group provides for lifetime expected credit losses for all trade receivables, using a provision matrix. The provision rates are determined based on the Group's historical observed default rates analysed in accordance to days past due. The expected credit losses also incorporate forward looking information such as forecast of macro-economic conditions. In computing the expected credit loss rate, the Group has considered the volatility of the forward-looking macroeconomic factors affecting the ability of the debtors to settle the receivables. The loss allowance for trade receivables as at 31 March 2021 and 31 March 2020 was assessed as not material.

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. The Group considers a financial asset as impaired (net of security deposits and bankers' guarantee) when the counterparty fails to make payments in accordance with the contractual terms of agreement. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due. When recoveries are made, these are recognised in profit or loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (c) Credit risk (continued)

The ageing of trade receivables at the balance sheet date was:

	Gross Carrying Amount \$'000	Loss Allowance \$'000
<b>Group</b>		
<b>31 March 2021</b>		
Past due 3 months or less	5,017	(80)
Past due over 3 months	765	–
	<b>5,782</b>	<b>(80)</b>
<b>31 March 2020</b>		
Past due 3 months or less	2,414	(9)
Past due over 3 months	70	(68)
	<b>2,484</b>	<b>(77)</b>
<b>MCT</b>		
<b>31 March 2021</b>		
Past due 3 months or less	4,989	(80)
Past due over 3 months	196	–
	<b>5,185</b>	<b>(80)</b>
<b>31 March 2020</b>		
Past due 3 months or less	2,356	(9)
Past due over 3 months	70	(68)
	<b>2,426</b>	<b>(77)</b>

The movement in allowance for expected credit losses of trade receivables computed based on lifetime expected credit losses are as follow:

	Group and MCT	
	2021 \$'000	2020 \$'000
<b>Expected credit loss allowance</b>		
Beginning of financial year	77	–
Allowance made	163	77
Allowance utilised	(160)	–
End of financial year	<b>80</b>	<b>77</b>

### Cash and cash equivalents

The Group and MCT held cash and cash equivalents of \$192,543,000 and \$176,652,000 respectively (31 March 2020: \$65,857,000 and \$46,280,000). The Group and MCT considers that its cash and cash equivalents have low credit risk based on the external credit ratings of the counterparties. The cash balances are measured on 12-month expected credit losses and subject to immaterial credit loss.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (c) Credit risk (continued)

#### *Financial guarantee contracts*

The Trustee has issued financial guarantees in relation to certain borrowings of MCT's subsidiaries. These guarantees are subject to the impairment requirements of SFRS(I) 9. MCT has assessed that its subsidiaries have strong financial capacity to meet the contractual cash flow obligations in the near future and hence, does not expect significant credit losses arising from these guarantees.

### (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 following table analyses non-derivative financial liabilities of the Group and MCT into relevant maturity groupings based on the remaining period from the balance sheet date to the contractual maturity date (including extension periods where applicable). 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 approximate 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 2021

Trade and other payables	82,056	47,933	5,074
Borrowings	123,622	2,053,306	1,117,427
	<b>205,678</b>	<b>2,101,239</b>	<b>1,122,501</b>

##### As at 31 March 2020

Trade and other payables	85,885	52,689	6,673
Borrowings	233,320	1,930,928	1,176,693
	<b>319,205</b>	<b>1,983,617</b>	<b>1,183,366</b>

#### MCT

##### As at 31 March 2021

Trade and other payables	72,774	40,770	5,039
Borrowings	18,934	1,063,858	383,100
Loans from a subsidiary	97,021	493,307	562,768
	<b>188,729</b>	<b>1,597,935</b>	<b>950,907</b>

##### As at 31 March 2020

Trade and other payables	75,242	45,779	6,526
Borrowings	27,761	1,198,992	50,747
Loans from a subsidiary	190,444	572,422	575,359
	<b>293,447</b>	<b>1,817,193</b>	<b>632,632</b>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (d) Liquidity risk (continued)

The table below analyses the Group's 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 balance sheet date to the contractual maturity date. The amounts disclosed in the table are the contractual undiscounted cash flows.

	Less than 1 year \$'000	Between 1 and 5 years \$'000	More than 5 years \$'000
<b>Group and MCT</b>			
<b>As at 31 March 2021</b>			
Net-settled interest rate swaps			
– Net cash outflows	13,960	16,499	–
Gross-settled cross currency interest rate swap			
– Cash inflows	(230)	(105,934)	–
– Cash outflows	1,390	101,329	–
	15,120	11,894	–
<b>As at 31 March 2020</b>			
Net-settled interest rate swaps			
– Net cash outflows	5,345	11,263	224
Gross-settled cross currency interest rate swap			
– Cash inflows	(242)	(106,926)	–
– Cash outflows	1,642	103,213	–
	6,745	7,550	224

### (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 Code 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 Code ("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 50.0% (2020: 45.0%) of its Deposited Property. As at the balance sheet date, the Group has a corporate family rating of Baa1 Negative (31 March 2020: Baa1 Stable) by Moody's Investors Service.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (e) Capital risk (continued)

The Group has complied with the Aggregate Leverage requirements for the financial years ended 31 March 2021 and 31 March 2020.

	Group	
	31 March	
	2021	2020
	\$'000	\$'000
Total gross borrowings <sup>1</sup>	3,032,900	3,003,200
Total deposited property	8,950,584	9,007,071
Aggregate leverage ratio	33.9%	33.3%

<sup>1</sup> Reflects total gross borrowings after taking into account the cross currency interest rate swap entered into to hedge the JPY8,700,000,000 (31 March 2020: 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 the borrowing limit requirement imposed by the CIS Code and all externally imposed capital requirements for the financial years ended 31 March 2021 and 31 March 2020.

### (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 inputs for the asset or liability that are not based on observable market data (unobservable inputs).

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 24. FINANCIAL RISK MANAGEMENT (continued)

### (f) Fair value measurements (continued)

	Group		Company	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
<b>Level 2</b>				
<b>Assets</b>				
Derivative financial instruments				
– Interest rate swaps	2,071	–	9,621	4,677
– Cross currency interest rate swap	4,696	13,482	4,696	13,482
	<b>6,767</b>	<b>13,482</b>	<b>14,317</b>	<b>18,159</b>
<b>Liabilities</b>				
Derivative financial instruments				
– Interest rate swaps	(19,963)	(23,319)	(22,021)	(23,319)
	<b>(19,963)</b>	<b>(23,319)</b>	<b>(22,021)</b>	<b>(23,319)</b>

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 balance sheet date. The fair value of interest rate swaps are calculated as the present value of the estimated future cash flows. The fair value of the cross currency interest rate swap is determined using quoted currency rates as at the balance sheet date.

The carrying values of trade and other receivables, other current assets and trade and other payables (including non-current tenancy related deposits) 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 18(f) 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 16 to the financial statements, except for the following:

	Group		MCT	
	31 March		31 March	
	2021	2020	2021	2020
	\$'000	\$'000	\$'000	\$'000
Financial assets at amortised cost	200,308	71,045	184,538	51,270
Financial liabilities at amortised cost	3,177,157	3,153,268	2,524,753	2,500,466

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 25. INTERMEDIATE AND ULTIMATE HOLDING COMPANIES

For financial reporting purposes in accordance with SFRS(I) 10 *Consolidated Financial Statements*, MCT is regarded as a subsidiary of Mapletree Investments Pte Ltd.

Consequently, 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.

## 26. 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 subject to common significant influence. Related parties may be individuals and entities. 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:

	Group	
	2021	2020
	\$'000	\$'000
Acquisition of a subsidiary and repayment of shareholder loans to related companies of the Manager	–	1,549,842
Property operating expenses recovered/recoverable from and paid/payable to related party of the Manager <sup>1</sup>	–	1,296
Project management fees paid/payable to the Manager	20	*
Rental and other related income received/receivable from related parties	15,898	24,413
Capital expenditure paid/payable to a related party	–	20
Finance income received/receivable from a related company of the Manager	4	161
Other products and service fees paid/payable to related parties	2,613	3,128
Interest expenses, financing fees and fees related to the issue of units paid/payable to a related party	15,746	27,481

\* Amount is less than \$1,000

<sup>1</sup> This amount reflects the costs relating to the provision of shared services to MBC I for contracts procured by MCT and MBC LLP respectively pursuant to the Shared Services Agreement for the provision of property maintenance services for MBC I for the period 1 April 2019 to 31 October 2019. The costs and expenses apportionment is based on agreed terms as set out in the Shared Services Agreement.

Following the acquisition of MBC LLP by MCT on 1 November 2019, the costs relating to the provision of shared services pursuant to the Shared Services Agreement ceased to be a related party transaction.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 27. FINANCIAL RATIOS

	Group	
	2021	2020
	%	%
Ratio of expenses to weighted average net assets <sup>1</sup>		
– including performance component of asset management fees	<b>0.70</b>	0.72
– excluding performance component of asset management fees	<b>0.43</b>	0.43
Ratio of total operating expenses to net asset value <sup>2</sup>	<b>2.48</b>	2.46
Portfolio Turnover Ratio <sup>3</sup>	–	–

<sup>1</sup> The 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.

<sup>2</sup> The ratio is computed based on the total operating expenses expressed as a percentage of net asset value as at the end of the financial year. The operating expenses include property operating expenses, manager's management fees, trustee's fee and other trust expenses amounting to \$141,727,000 for the financial year ended 31 March 2021 (31 March 2020: \$142,330,000).

<sup>3</sup> The 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 Code. There were no sales of investment properties for the financial years ended 31 March 2021 and 31 March 2020.

## 28. 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 2021

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2021 is as follows:

	VivoCity	MBC	mTower	Mapletree Anson	MLHF	Total
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Gross revenue	169,323	215,104	40,219	34,506	19,845	478,997
Property operating expenses	(43,682)	(37,296)	(10,791)	(6,602)	(3,616)	(101,987)
<b>Segment net property income</b>	<b>125,641</b>	<b>177,808</b>	<b>29,428</b>	<b>27,904</b>	<b>16,229</b>	<b>377,010</b>
Finance income						754
Finance expenses						(76,848)
Manager's management fees						(37,538)
Trustee's fees						(1,049)
Other trust expenses						(1,153)
Foreign exchange gain						8,639
Net change in fair value of financial derivatives						(8,786)
<b>Profit before tax and fair value change in investment properties</b>						<b>261,029</b>
Net change in fair value of investment properties	(121,586)	6,418	(53,362)	(15,349)	(8,541)	(192,420)
<b>Profit for the financial year before tax</b>						<b>68,609</b>
Income tax expense						(3)
<b>Profit for the financial year after tax before distribution</b>						<b>68,606</b>

### Major tenant

There was a tenant (2020: Nil) that contributed more than 10% of the gross revenue of the Group.

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 28. SEGMENT REPORTING (continued)

	VivoCity	MBC	mTower	Mapletree Anson	MLHF	Total
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Segment assets						
– Investment properties	3,148,000	3,761,000	742,000	747,000	339,000	8,737,000
– Plant and equipment	133	98	22	10	3	266
– Trade receivables	4,623	2,089	616	81	47	7,456
	<b>3,152,756</b>	<b>3,763,187</b>	<b>742,638</b>	<b>747,091</b>	<b>339,050</b>	<b>8,744,722</b>
Unallocated assets						
– Cash and cash equivalents						192,543
– Other receivables						175
– Tax recoverable						5,849
– Other current assets						528
– Derivative financial instruments						6,767
<b>Total assets</b>						<b>8,950,584</b>
Segment liabilities	<b>48,728</b>	<b>28,142</b>	<b>10,728</b>	<b>7,046</b>	<b>588</b>	<b>95,232</b>
Unallocated liabilities						
– Trade and other payables						71,822
– Borrowings						3,029,625
– Deferred tax liabilities						24,974
– Derivative financial instruments						19,963
<b>Total liabilities</b>						<b>3,241,616</b>
<b>Other segmental information</b>						
Additions to:						
– Investment properties	7,586	1,322	4,362	330	250	13,850
– Plant and equipment	61	9	12	–	3	85

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 28. SEGMENT REPORTING (continued)

The segment information for the reportable segments for the financial year ended 31 March 2020 is as follows:

	VivoCity	MBC	mTower	Mapletree Anson	MLHF	Total
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Gross revenue	210,401	170,451	50,141	31,807	20,025	482,825
Property operating expenses	(51,670)	(30,081)	(12,567)	(6,712)	(3,855)	(104,885)
<b>Segment net property income</b>	<b>158,731</b>	<b>140,370</b>	<b>37,574</b>	<b>25,095</b>	<b>16,170</b>	<b>377,940</b>
Finance income						813
Finance expenses						(78,787)
Manager's management fees						(35,148)
Trustee's fees						(952)
Other trust expenses						(1,345)
Foreign exchange loss						(7,900)
Net change in fair value of financial derivatives						8,885
<b>Profit before tax and fair value change in investment properties</b>						<b>263,506</b>
Net change in fair value of investment properties	48,948	154,922	25,605	33,694	16,422	279,591
<b>Profit for the financial year before tax</b>						<b>543,097</b>
Income tax expense						(2)
<b>Profit for the financial year after tax before distribution</b>						<b>543,095</b>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 28. SEGMENT REPORTING (continued)

	VivoCity \$'000	MBC \$'000	mTower \$'000	Mapletree Anson \$'000	MLHF \$'000	Total \$'000
Segment assets						
– Investment properties	3,262,000	3,758,000	791,000	762,000	347,000	8,920,000
– Plant and equipment	145	137	19	28	–	329
– Trade receivables	2,771	1,040	338	427	441	5,017
	<u>3,264,916</u>	<u>3,759,177</u>	<u>791,357</u>	<u>762,455</u>	<u>347,441</u>	<u>8,925,346</u>
Unallocated assets						
– Cash and cash equivalents						65,857
– Other receivables						10
– Tax recoverable						1,850
– Other current assets						526
– Derivative financial instruments						13,482
<b>Total assets</b>						<u>9,007,071</u>
Segment liabilities	<u>50,272</u>	<u>25,195</u>	<u>10,759</u>	<u>6,358</u>	<u>572</u>	<u>93,156</u>
Unallocated liabilities						
– Trade and other payables						70,654
– Borrowings						3,008,020
– Deferred tax liabilities						24,974
– Derivative financial instruments						23,319
<b>Total liabilities</b>						<u>3,220,123</u>
<b>Other segmental information</b>						
Additions to:						
– Investment properties	13,077	852	2,408	306	578	17,221
– Plant and equipment	<u>110</u>	<u>73</u>	<u>19</u>	<u>14</u>	<u>–</u>	<u>216</u>

# NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 31 March 2021

## 29. EVENTS OCCURRING AFTER BALANCE SHEET DATE

Subsequent to the balance sheet date, the Manager announced a distribution of 5.32 cents per unit for the period 1 October 2020 to 31 March 2021.

## 30. NEW OR REVISED ACCOUNTING STANDARDS AND INTERPRETATION

Below are the mandatory standards, amendments and interpretations to existing standards that have been published, and are relevant for the Group's accounting periods beginning on or after 1 April 2021 and which the Group has not early adopted.

### (a) Amendments to SFRS(I) 1-1 Presentation of Financial Statements: Classification of Liabilities as Current or Non-current (effective for annual periods beginning on or after 1 January 2023)

The narrow-scope amendments to SFRS(I) 1-1 Presentation of Financial Statements clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. Classification is unaffected by the expectations of the entity or events after the reporting date (e.g. the receipt of a waiver or a breach of covenant). The amendments also clarify what SFRS(I) 1-1 means when it refers to the 'settlement' of a liability.

The amendments could affect the classification of liabilities, particularly for entities that previously considered management's intentions to determine classification and for some liabilities that can be converted into equity.

The Group does not expect any significant impact arising from applying these amendments.

### (b) Amendments to SFRS(I) 9, SFRS(I) 1-39 and SFRS(I) 7 (effective for annual periods beginning on or after 1 January 2021)

The Phase 2 amendments to SFRS(I) 9, SFRS(I) 1-39 and SFRS(I) 7 are applicable for periods beginning on or after 1 January 2021 ("Phase 2 amendments"). The Phase 2 amendments provide further reliefs for hedge accounting as well as practical expedients for modifications of debt instruments with IBOR based terms.

The Group has SOR and JPY LIBOR rate borrowings which will be affected by the IBOR reform (Note 18).

On 5 March 2021, the Financial Conduct Authority formally announced the dates for the cessation of all LIBOR benchmark settings currently published by the ICE Benchmark Administration. Accordingly, the JPY LIBOR will cease on 31 December 2021.

Management is currently assessing the impact of the Phase 2 amendments on the Group.

## 31. AUTHORISATION OF FINANCIAL STATEMENTS

The financial statements were authorised for issue by the Manager and the Trustee on 28 April 2021.

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## REPORT OF THE TRUSTEE

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

DBS Trustee Limited (the “Trustee”) is under a duty to take into custody and hold the assets of Mapletree North Asia Commercial Trust (“MNACT”) and its subsidiaries (the “Group”) in trust for the holders (“Unitholders”) of units in MNACT. In accordance with the Securities and Futures Act (Cap. 289), its subsidiary legislation and the Code on Collective Investment Schemes (“CCIS”) (collectively referred to as the “laws and regulations”), the Trustee shall monitor the activities of Mapletree North Asia 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 dated 14 February 2013 (as amended) (the “Trust Deed”) between the Trustee and the Manager 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 MNACT and the Group during the financial year covered by these financial statements, set out on pages 133 to 193, 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,  
18 May 2021

## STATEMENT BY THE MANAGER

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

In the opinion of the Directors of Mapletree North Asia Commercial Trust Management Ltd., the accompanying financial statements of Mapletree North Asia Commercial Trust ("MNACT") and its subsidiaries (the "Group"), as set out on pages 133 to 193, comprising the Statements of Financial Position of MNACT and the Group, and Portfolio Statement of the Group as at 31 March 2021, the Statements of Profit and Loss, Statements of Comprehensive Income, Distribution Statements and Statements of Movements in Unitholders' Funds of MNACT and the Group, the Consolidated Statement of Cash Flows of the Group and Notes to the Financial Statements for the financial year then ended are drawn up so as to present fairly, in all material respects, the financial position of MNACT and of the Group as at 31 March 2021, the portfolio holdings of the Group as at 31 March 2021, and the financial performance, amount distributable and movements in Unitholders' funds of MNACT and of the Group and the consolidated cash flows of the Group for the financial year then ended in accordance with the Singapore Financial Reporting Standards (International) and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting. At the date of this statement, there are reasonable grounds to believe that MNACT and the Group will be able to meet its financial obligations as and when they materialise.

For and on behalf of the Manager,  
Mapletree North Asia Commercial Trust Management Ltd.

**Cindy Chow Pei Pei**  
Director

Singapore,  
18 May 2021

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE NORTH ASIA COMMERCIAL TRUST

(CONSTITUTED UNDER A TRUST DEED IN THE REPUBLIC OF SINGAPORE)

## REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

### Our Opinion

In our opinion, the accompanying consolidated financial statements and Portfolio Statement of Mapletree North Asia Commercial Trust ("MNACT") and its subsidiaries (the "Group"), and the Statement of Profit and Loss, Statement of Comprehensive Income, Statement of Financial Position, Distribution Statement and Statement of Movement in Unitholders' Funds of MNACT are properly drawn up in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)s") and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting, so as to present fairly, in all material respects, the consolidated financial position of the Group, the financial position of MNACT and the consolidated portfolio holdings of the Group as at 31 March 2021, the consolidated financial performance of the Group and the financial performance of MNACT, the consolidated amount distributable of the Group and the amount distributable of MNACT, the consolidated movements in Unitholders' funds of the Group and the movements in Unitholders' funds of MNACT, and the consolidated cash flows of the Group for the financial year ended on that date.

### What we have audited

The financial statements of MNACT and the Group comprise:

- the statements of profit and loss of MNACT and of the Group for the financial year ended 31 March 2021;
- the statements of comprehensive income of MNACT and of the Group for the financial year then ended;
- the statements of financial position of MNACT and of the Group as at 31 March 2021;
- the distribution statements of MNACT and of the Group for the financial year then ended;
- the statements of movements in Unitholders' funds of MNACT and of the Group for the financial year then ended;
- the consolidated statement of cash flows of the Group for the financial year then ended;
- the portfolio statement of the Group as at 31 March 2021; 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 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.

## 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 2021. 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
<p><b>Valuation of investment properties</b>  <i>Refer to Note 13 (Investment Properties) to the financial statements.</i></p> <p>As at 31 March 2021, the carrying value of the Group's investment properties of S\$7.7 billion accounted for 95% of the Group's total assets.</p> <p>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, discount rates and adjusted price per square metre and are dependent on the nature of each investment property and the prevailing market conditions.</p> <p>The key inputs used by the valuers as at 31 March 2021 are disclosed in Note 13 to the accompanying financial statements.</p> <p>Furthermore, the valuation reports obtained from independent property valuers for certain investment properties have highlighted the uncertainty of the Coronavirus Disease 2019 ("COVID-19") outbreak. Accordingly, the valuation of these investment properties may be subjected to more fluctuation subsequent to 31 March 2021 than during normal market conditions.</p>	<p>We involved our internal specialists in our audit procedures. Our audit procedures included the following:</p> <ul style="list-style-type: none"> <li>assessed the competency, capabilities and objectivity of the external valuers engaged by the Group;</li> <li>obtained an understanding of the techniques used by the external valuers in determining the valuations of individual investment properties;</li> <li>discussed the critical assumptions made by the external valuers for the key inputs used in the valuation techniques;</li> <li>tested the integrity of information on a sampling basis, including underlying lease and financial information provided to the external valuers; and</li> <li>assessed the reasonableness of the capitalisation rates, discount rates and adjusted price per square metre by benchmarking these against prior year inputs and those of comparable properties based on information available as at 31 March 2021.</li> </ul> <p>We found the external valuers to be members 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.</p> <p>We have also assessed the adequacy of the disclosures relating to the assumptions and the impact of COVID-19 on the valuation of investment properties, as we consider them as likely to be significant to users of the financial statements given the estimation uncertainty and sensitivity of the valuations.</p>

# INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE NORTH ASIA 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 "Report of the Trustee" and the "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 MNACT's Annual Report ("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 SFRS(I)s and the applicable requirements of the Code on Collective Investment Schemes relating to financial reporting 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.
- 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.

## INDEPENDENT AUDITOR'S REPORT TO THE UNITHOLDERS OF MAPLETREE NORTH ASIA COMMERCIAL TRUST

(CONSTITUTED UNDER A TRUST DEED IN THE REPUBLIC OF SINGAPORE)

### Auditor's Responsibilities for the Audit of the Financial Statements (continued)

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 Alex Toh Wee Keong.

PricewaterhouseCoopers LLP  
Public Accountants and Chartered Accountants  
Singapore,  
18 May 2021

# STATEMENTS OF PROFIT AND LOSS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

	Note	Group		MNACT	
		2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Gross revenue	3	391,415	354,478	-	-
Property operating expenses	4	(99,375)	(76,991)	-	-
<b>Net property income</b>		<b>292,040</b>	<b>277,487</b>	<b>-</b>	<b>-</b>
<i>Other income</i>					
Dividend income		-	-	128,677	142,137
Interest income		2,050	2,114	67	465
Other non-operating income - interim insurance proceeds <sup>1</sup>		46,393	-	-	-
<i>Other gains</i>					
Net foreign exchange gain		1,525	5,110	453	43
<i>Expenses</i>					
Manager's management fees					
- Base fee		(21,591)	(23,217)	(15,847)	(19,761)
- Performance fee		-	-	-	-
Trustee's fee		(821)	(787)	(821)	(787)
Other trust expenses	5	(2,461)	(2,112)	(643)	(248)
Finance costs	6	(71,595)	(74,901)	-	-
Share of profit of a joint venture	17	3,428	-	-	-
<b>Profit before net change in fair value of investment properties and financial derivatives</b>		<b>248,968</b>	<b>183,694</b>	<b>111,886</b>	<b>121,849</b>
Net change in fair value of investment properties	13	(480,957)	(17,906)	-	-
Net change in fair value of financial derivatives		3,886	(4,070)	-	-
<b>(Loss)/profit before income tax</b>		<b>(228,103)</b>	<b>161,718</b>	<b>111,886</b>	<b>121,849</b>
Income tax expenses	7(a)	(36,459)	(37,452)	(12)	(79)
<b>(Loss)/profit for the financial year</b>		<b>(264,562)</b>	<b>124,266</b>	<b>111,874</b>	<b>121,770</b>
<b>(Loss)/profit attributable to:</b>					
Unitholders		(265,788)	123,556	111,874	121,770
Non-controlling interests <sup>2</sup>		1,226	710	-	-
		<b>(264,562)</b>	<b>124,266</b>	<b>111,874</b>	<b>121,770</b>
<b>Earnings per unit (cents)</b>					
- Basic and diluted	8	(7.857)	3.862	3.307	3.806

<sup>1</sup> Relates to the interim payments by the insurers, as partial payment on account of the estimated insurance claims for property damage and revenue loss due to business interruption at Festival Walk.

<sup>2</sup> Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

## STATEMENTS OF COMPREHENSIVE INCOME

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

	Note	Group 2021 S\$'000	2020 S\$'000	MNACT 2021 S\$'000	2020 S\$'000
<b>(Loss)/profit for the financial year</b>		<b>(264,562)</b>	124,266	<b>111,874</b>	121,770
<b>Other comprehensive income/(loss):</b>					
Items that may be reclassified subsequently to profit or loss:					
Currency translation differences					
- (Loss)/gains		(40,161)	75,327	-	-
- Reclassification		834	(1,939)	-	-
- Share of a foreign joint venture		(2,188)	-	-	-
Cash flow hedges					
- Fair value changes, net of tax		39,789	(30,517)	3,065	(5,665)
- Reclassification		(46,033)	42,043	821	1,595
<b>Other comprehensive (loss)/income, net of tax</b>		<b>(47,759)</b>	84,914	<b>3,886</b>	(4,070)
<b>Total comprehensive (loss)/income</b>		<b>(312,321)</b>	209,180	<b>115,760</b>	117,700
<b>Total comprehensive (loss)/income attributable to:</b>					
Unitholders		(313,260)	208,189	115,760	117,700
Non-controlling interests*		939	991	-	-
		<b>(312,321)</b>	209,180	<b>115,760</b>	117,700

\* Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF FINANCIAL POSITION

AS AT 31 MARCH 2021

	Note	Group 2021 S\$'000	2020 S\$'000	MNACT 2021 S\$'000	2020 S\$'000
<b>ASSETS</b>					
<b>Current assets</b>					
Cash and bank balances	9	252,198	207,798	87,092	53,209
Trade and other receivables	10	14,596	17,671	8,729	7,059
Other current assets	11	3,361	1,893	-	-
Inventories		569	638	-	-
Derivative financial instruments	12	1,990	129	1,404	128
		<b>272,714</b>	<b>228,129</b>	<b>97,225</b>	<b>60,396</b>
<b>Non-current assets</b>					
Derivative financial instruments	12	22,040	7,528	-	-
Investment properties	13	7,674,050	8,347,232	-	-
Plant and equipment	15	3,307	3,785	-	-
Investments in subsidiaries	16	-	-	2,691,823	2,673,349
Investment in a joint venture	17	116,562	-	-	-
		<b>7,815,959</b>	<b>8,358,545</b>	<b>2,691,823</b>	<b>2,673,349</b>
<b>Total assets</b>		<b>8,088,673</b>	<b>8,586,674</b>	<b>2,789,048</b>	<b>2,733,745</b>
<b>LIABILITIES</b>					
<b>Current liabilities</b>					
Trade and other payables	18	122,060	149,957	16,069	41,306
Borrowings	19	207,406	352,669	-	-
Lease liabilities		62	77	-	-
Current income tax liabilities	7(b)	27,805	33,874	151	198
Derivative financial instruments	12	9,544	5,313	1,342	3,952
		<b>366,877</b>	<b>541,890</b>	<b>17,562</b>	<b>45,456</b>
<b>Non-current liabilities</b>					
Trade and other payables	18	105,861	109,894	-	-
Borrowings	19	3,063,847	3,019,639	-	-
Lease liabilities		-	64	-	-
Derivative financial instruments	12	16,216	51,397	-	-
Deferred tax liabilities	20	150,749	133,160	-	-
		<b>3,336,673</b>	<b>3,314,154</b>	<b>-</b>	<b>-</b>
<b>Total liabilities</b>		<b>3,703,550</b>	<b>3,856,044</b>	<b>17,562</b>	<b>45,456</b>
<b>NET ASSETS</b>		<b>4,385,123</b>	<b>4,730,630</b>	<b>2,771,486</b>	<b>2,688,289</b>
Represented by:					
Unitholders' funds		4,275,933	4,575,669	2,771,424	2,692,113
General reserve	21	5,167	3,782	-	-
Hedging reserve	22	(104)	6,164	62	(3,824)
Foreign currency translation reserve	23	94,688	135,892	-	-
		<b>4,375,684</b>	<b>4,721,507</b>	<b>2,771,486</b>	<b>2,688,289</b>
Non-controlling interests*		9,439	9,123	-	-
		<b>4,385,123</b>	<b>4,730,630</b>	<b>2,771,486</b>	<b>2,688,289</b>
<b>UNITS IN ISSUE ('000)</b>	24	<b>3,434,337</b>	<b>3,342,916</b>	<b>3,434,337</b>	<b>3,342,916</b>
<b>NET ASSET VALUE PER UNIT (\$\$)</b>		<b>1.274</b>	<b>1.412</b>	<b>0.807</b>	<b>0.804</b>

\* Non-controlling interests refer to the 1.53% effective interest in the Japan Properties held by Mapletree Investments Japan Kabushiki Kaisha ("MIJ").

The accompanying notes form an integral part of these financial statements.

## DISTRIBUTION STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

	2021 S\$'000	Group 2020 S\$'000	2021 S\$'000	MNACT 2020 S\$'000
(Loss)/profit for the financial year attributable to Unitholders	<b>(265,788)</b>	123,556	<b>111,874</b>	121,770
Adjustment for net effect of non-tax deductible/ (chargeable) items and other adjustments (Note A)	<b>475,938</b>	104,372	<b>98,276</b>	106,158
Amount available for distribution	<b>210,150</b>	227,928	<b>210,150</b>	227,928
Amount available for distribution to Unitholders at beginning of the financial year	<b>16,639</b>	62,141	<b>16,639</b>	62,141
	<b>226,789</b>	290,069	<b>226,789</b>	290,069
Distribution to Unitholders:				
Distribution of 1.956 cents per unit for the period from 1 January 2019 to 31 March 2019	-	(62,081)	-	(62,081)
Distribution of 1.950 cents per unit for the period from 1 April 2019 to 30 June 2019	-	(62,043)	-	(62,043)
Distribution of 1.937 cents per unit for the period from 1 July 2019 to 30 September 2019	-	(61,749)	-	(61,749)
Distribution of 1.671 cents per unit for the period from 1 October 2019 to 31 December 2019	-	(53,378)	-	(53,378)
Distribution of 1.070 cents per unit for the period from 1 January 2020 to 27 February 2020 (Note 18)	-	(34,179)	-	(34,179)
Distribution of 0.496 cents per unit for the period from 28 February 2020 to 31 March 2020	<b>(16,636)</b>	-	<b>(16,636)</b>	-
Distribution of 2.876 cents per unit for the period from 1 April 2020 to 30 September 2020	<b>(96,832)</b>	-	<b>(96,832)</b>	-
Total Unitholders' distribution (including capital return) (Note B)	<b>(113,468)</b>	(273,430)	<b>(113,468)</b>	(273,430)
Amount available for distribution to Unitholders at end of the financial year	<b>113,321</b>	16,639	<b>113,321</b>	16,639

### Note A:

**Adjustment for net effect of non-tax (chargeable)/ deductible items and other adjustments comprises:**

Major non-tax deductible/(chargeable) items:

- Trustee's fee	<b>821</b>	787	<b>821</b>	787
- Financing fees	<b>4,691</b>	3,437	-	-
- Net change in fair value of investment properties net of deferred tax impact	<b>476,930</b>	23,525	-	-
- Manager's base fee paid/payable in units	<b>15,847</b>	19,761	<b>15,847</b>	19,761
- Property Manager's management fees paid/payable in units	<b>9,605</b>	10,150	-	-
- Net change in fair value of financial derivatives	<b>(3,886)</b>	4,070	-	-
- Net foreign exchange gain on capital item	<b>834</b>	(1,939)	-	-
Net overseas income distributed back to MNACT in the form of capital returns	-	-	<b>74,549</b>	26,387
Net overseas income not distributed to MNACT	-	-	<b>7,371</b>	26,229
Other non-tax deductible items and other adjustments	<b>11,144</b>	11,664	<b>(312)</b>	77
	<b>515,986</b>	71,455	<b>98,276</b>	73,241
Interim insurance proceeds (net of tax) <sup>1</sup>	<b>(40,048)</b>	-	-	-
Festival Walk Top-Ups <sup>2</sup>	-	32,917	-	32,917
	<b>475,938</b>	104,372	<b>98,276</b>	106,158

### Note B:

**Total Unitholders' distribution:**

- From operations	<b>74,936</b>	178,279	<b>74,936</b>	178,279
- From Unitholders' contribution	<b>38,532</b>	95,151	<b>38,532</b>	95,151
	<b>113,468</b>	273,430	<b>113,468</b>	273,430

<sup>1</sup> Interim insurance proceeds (net of tax) of S\$40.0 million relating to the claims for property damage and revenue loss due to business interruption ("Business Interruption Insurance Amount") at Festival Walk, were received. As announced on 4 December 2019, the Business Interruption Insurance Amount will be used to repay the external borrowings incurred to fund the distribution top-ups paid to unitholders in FY19/20. Any Business Interruption Insurance Amount in excess of the distribution top-ups will be distributed to unitholders.

<sup>2</sup> Festival Walk Top-Ups comprise (i) the estimated loss of Festival Walk retail revenue for the period from 13 November 2019 to 15 January 2020 (ii) the estimated loss of Festival Walk office revenue for the period from 13 November 2019 to 25 November 2019. Festival Walk Top-Ups were made so as to mitigate the impact on the distributable income as rental from the tenants was not collectable over those periods that the mall and office were closed. Please refer to Note 3 for more details.

The accompanying notes form an integral part of these financial statements.

# STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

	Note	Group 2021 S\$'000	2020 S\$'000	MNACT 2021 S\$'000	2020 S\$'000
<b>Operations</b>					
Beginning of the financial year		1,735,551	1,791,595	(148,005)	(91,496)
(Loss)/profit for the financial year attributable to Unitholders		(265,788)	123,556	111,874	121,770
Distributions to Unitholders		(74,936)	(178,279)	(74,936)	(178,279)
Transfer to general reserve		(1,385)	(1,321)	-	-
<b>End of the financial year</b>		<b>1,393,442</b>	<b>1,735,551</b>	<b>(111,067)</b>	<b>(148,005)</b>
<b>Unitholders' contribution</b>					
Beginning of the financial year		2,840,118	2,734,001	2,840,118	2,734,001
Management fees paid in units		18,163	33,692	18,163	33,692
Issuance of Transaction Units		-	144,776	-	144,776
Issuance of units arising from Distribution Reinvestment Plan		63,422	23,050	63,422	23,050
Issue expenses		(680)	(250)	(680)	(250)
Distributions to Unitholders		(38,532)	(95,151)	(38,532)	(95,151)
<b>End of the financial year</b>		<b>2,882,491</b>	<b>2,840,118</b>	<b>2,882,491</b>	<b>2,840,118</b>
<b>Unitholders' funds at end of the financial year</b>		<b>4,275,933</b>	<b>4,575,669</b>	<b>2,771,424</b>	<b>2,692,113</b>
<b>General reserve</b>					
Beginning of the financial year		3,782	2,461	-	-
Transfer from Operations		1,385	1,321	-	-
<b>End of the financial year</b>	21	<b>5,167</b>	<b>3,782</b>	<b>-</b>	<b>-</b>
<b>Hedging reserve</b>					
Beginning of the financial year		6,164	(5,354)	(3,824)	246
Fair value changes, net of tax		39,784	(30,505)	3,065	(5,665)
Reclassification to profit or loss, net of tax		(46,052)	42,023	821	1,595
<b>End of the financial year</b>	22	<b>(104)</b>	<b>6,164</b>	<b>62</b>	<b>(3,824)</b>
<b>Foreign currency translation reserve</b>					
Beginning of the financial year		135,892	62,777	-	-
Reclassification to profit or loss		834	(1,939)	-	-
Translation differences relating to financial statements of:					
- foreign subsidiaries and quasi-equity loans		(39,850)	75,054	-	-
- a foreign joint venture		(2,188)	-	-	-
<b>End of the financial year</b>	23	<b>94,688</b>	<b>135,892</b>	<b>-</b>	<b>-</b>
<b>Net assets attributable to Unitholders at end of the financial year</b>		<b>4,375,684</b>	<b>4,721,507</b>	<b>2,771,486</b>	<b>2,688,289</b>
<b>Non-controlling interests</b>					
Beginning of the financial year		9,123	4,675	-	-
Profit after tax for the financial year		1,226	710	-	-
Cash flow hedges					
- Fair value changes, net of tax		5	(12)	-	-
- Reclassification, net of tax		19	20	-	-
Contribution from non-controlling interests		-	3,741	-	-
Distributions to non-controlling interests (capital returns)		(623)	(284)	-	-
Translation differences relating to financial statements of foreign subsidiaries and quasi-equity loans		(311)	273	-	-
<b>End of the financial year</b>		<b>9,439</b>	<b>9,123</b>	<b>-</b>	<b>-</b>

The accompanying notes form an integral part of these financial statements.

## CONSOLIDATED STATEMENT OF CASH FLOWS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

	Note	Group 2021 S\$'000	2020 S\$'000
<b>Cash flows from operating activities</b>			
(Loss)/profit for the financial year		(264,562)	124,266
Adjustments for:			
- Income tax expenses	7(a)	36,459	37,452
- Amortisation of rent free incentive		(119)	(509)
- Depreciation	15	1,306	1,238
- Plant and equipment written off		35	101
- Net change in fair value of investment properties	13	480,957	17,906
- Net change in fair value of financial derivatives		(3,886)	4,070
- Manager's management fees paid/payable in units		15,847	19,761
- Property Manager's management fees paid/payable in units		9,605	10,150
- Finance costs	6	71,595	74,901
- Interest income		(2,050)	(2,114)
- Net foreign exchange gain on capital item		834	(1,939)
- Share of profit of a joint venture		(3,428)	-
Operating cash flows before working capital changes		342,593	285,283
Changes in working capital:			
- Trade and other receivables and other current assets		1,345	(7,689)
- Inventories		69	34
- Trade and other payables		(5,498)	8,448
Cash generated from operations		338,509	286,076
Income tax paid	7(b)	(25,403)	(20,308)
<b>Net cash provided by operating activities</b>		<b>313,106</b>	<b>265,768</b>
<b>Cash flows from investing activities</b>			
Additions to investment properties	13	(19,743)	(12,803)
Additions to plant and equipment	15	(957)	(1,694)
Net cash outflow on acquisition of investment properties <sup>1</sup>		-	(464,693)
Net cash outflow on investment in a joint venture		(114,650)	-
Interest income received		1,491	2,940
<b>Net cash used in investing activities</b>		<b>(133,859)</b>	<b>(476,250)</b>
<b>Cash flows from financing activities</b>			
Repayment of borrowings		(614,599)	(174,285)
Repayment of medium term note		-	(98,313)
Proceeds from borrowings		638,605	654,751
Financing fees paid		(3,889)	(4,095)
Net proceeds		20,117	378,058
Principal payment of lease liabilities		(77)	(53)
Proceeds from issuance of Transaction Units		-	144,776
Payment of issue expenses		(500)	(30)
Payment of distributions to Unitholders (net of distribution in units) <sup>2</sup>		(84,225)	(216,201)
Payment of distributions to non-controlling interests (capital returns)		(623)	(284)
Contribution from non-controlling interests		-	3,741
Interest paid		(65,904)	(73,183)
Change in restricted cash		(5,003)	(15,524)
<b>Net cash (used in)/ provided by financing activities</b>		<b>(136,215)</b>	<b>221,300</b>

The accompanying notes form an integral part of these financial statements.

	Note	2021 S\$'000	Group 2020 S\$'000
<b>Net increase in cash and cash equivalents</b>		<b>43,032</b>	10,818
Cash and cash equivalents at beginning of the financial year		<b>188,208</b>	175,168
Effect of currency translation on cash and cash equivalents		<b>(1,964)</b>	2,222
<b>Cash and cash equivalents at end of the financial year</b>	<b>9</b>	<b>229,276</b>	188,208

<sup>1</sup> The amount was adjusted for the net identifiable assets acquired, liabilities assumed (2020: S\$15,876,000).

<sup>2</sup> This amount excludes S\$63.4 million (2020: S\$23.1 million) distributed through the issuance of 70,129,942 new units (2020: 19,391,049) in MNACT in FY20/21 as part payment of distributions for the periods from 1 January 2020 to 31 March 2020 and 1 April 2020 to 30 September 2020 (FY19/20: 1 October 2019 to 31 December 2019) pursuant to the Distribution Reinvestment Plan ("DRP").

## RECONCILIATION OF LIABILITIES ARISING FROM FINANCING ACTIVITIES

	Beginning of financial year S\$'000	Net cash flows S\$'000	Finance costs (Note 6) S\$'000	Non-cash changes Foreign exchange movement S\$'000	End of financial year S\$'000
<b>2021</b>					
Borrowings	<b>3,372,308</b>	<b>20,117</b>	<b>4,693</b>	<b>(125,865)</b>	<b>3,271,253</b>
Interest payable within "Trade and other payables" (Note 18)	<b>8,603</b>	<b>(65,904)</b>	<b>66,902</b>	<b>(1,849)</b>	<b>7,752</b>
<b>2020</b>					
Borrowings	2,867,904	378,058	3,448	122,898	3,372,308
Interest payable within "Trade and other payables" (Note 18)	8,285	(73,183)	71,453	2,048	8,603

The accompanying notes form an integral part of these financial statements.

## PORTFOLIO STATEMENT

AS AT 31 MARCH 2021

Description of properties	Acquisition date	Term of lease	Remaining term of lease	Location	Existing use
<b>Investment property in The Hong Kong Special Administrative Region of China ("Hong Kong SAR"):</b>					
Festival Walk	07/03/2013	54 years	26 years ending in 2047	No. 80 Tat Chee Avenue, Kowloon Tong, Hong Kong SAR	Commercial
<b>Investment properties in China ("China"):</b>					
Gateway Plaza	07/03/2013	50 years	32 years ending in 2053	No. 18 Xiaguangli, East 3 <sup>rd</sup> Ring Road North, Chaoyang District, Beijing, China	Commercial
Sandhill Plaza	17/06/2015	50 years	39 years ending in 2060	Blocks 1 to 5 and 7 to 9, No. 2290 Zuchongzhi Road, Pudong New District, Shanghai, China	Commercial
<b>Investment properties in Japan ("Japan Properties")</b>					
IXINAL Monzen-nakacho Building ("MON")	25/05/2018	Freehold	-	5-4, Fukuzumi 2-chome, Koto-ku, Tokyo, Japan	Commercial
Higashi-nihonbashi 1-chome Building ("HNB")	25/05/2018	Freehold	-	4-6, Higashi-Nihonbashi 1-chome, Chuo-ku, Tokyo, Japan	Commercial
TS Ikebukuro Building ("TSI")	25/05/2018	Freehold	-	63-4, Higashi-Ikebukuro 2-chome, Toshima-ku, Tokyo, Japan	Commercial

The accompanying notes form an integral part of these financial statements.

Gross revenue for financial year ended 31/03/2021 S\$'000	Gross revenue for financial year ended 31/03/2020 S\$'000	Occupancy rates at 31/03/2021 %	Occupancy rates at 31/03/2020 %	Latest valuation date	Valuation at 31/03/2021 S\$'000	Valuation at 31/03/2020 S\$'000	Percentage of net assets attributable to Unitholders at 31/03/2021	Percentage of net assets attributable to Unitholders at 31/03/2020
185,163	195,091	99.6	99.8	31/03/2021	4,520,082	5,090,037	103.3	107.8
79,142	81,174	92.9	91.5	31/03/2021	1,334,441	1,367,996	30.5	29.0
25,807	25,243	97.9	98.0	31/03/2021	500,727	483,879	11.5	10.3
5,365	4,356	100.0	80.8	31/03/2021	101,056	110,352	2.3	2.3
1,659	1,652	100.0	100.0	31/03/2021	29,403	31,858	0.7	0.7
3,672	3,590	100.0	100.0	31/03/2021	65,847	71,589	1.5	1.5

## PORTFOLIO STATEMENT

AS AT 31 MARCH 2021

Description of properties	Acquisition date	Term of lease	Remaining term of lease	Location	Existing use
<b>Investment properties in Japan ("Japan Properties") (continued)</b>					
ABAS Shin-Yokohama Building ("ASY")	25/05/2018	Freehold	-	6-1, Shin-Yokohama 2-chome, Kohoku-ku, Yokohama City, Kanagawa, Japan	Commercial
SII Makuhari Building ("SMB")	25/05/2018	Freehold	-	8, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial
Fujitsu Makuhari Building ("FJM")	25/05/2018	Freehold	-	9-3, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial
Omori Prime Building ("OPB")	28/02/2020	Freehold	-	21-12, Minami-oi 6-chome, Shinagawa-ku, Tokyo, Japan	Commercial
mBAY POINT Makuhari ("MBP")	28/02/2020	Freehold	-	6, Nakase 1-chome, Mihama-ku, Chiba-shi, Chiba, Japan	Commercial
Investment properties - Group					
Other assets and liabilities - Group					
Net assets					
Less: Non-controlling interests					
Net assets attributable to Unitholders					

### Notes:

The carrying amounts of the investment properties as at 31 March 2021 (2020: 31 March 2020) were based on independent full valuations undertaken by Cushman & Wakefield Limited (HK SAR and China properties) and CBRE K.K. (Japan Properties) (2020: Cushman & Wakefield K.K.), independent valuers. Cushman & Wakefield Limited and CBRE K.K. (2020: Cushman & Wakefield Limited and Cushman & Wakefield K.K.) have the appropriate professional qualifications and experience in the locations and category of the properties being valued. The full valuations of the investment properties were based on discounted cash flow method, income capitalisation method and direct comparison method. The direct comparison method is only used for China properties.

Investment properties comprise a portfolio of commercial properties that are leased to external customers. Generally, the leases contain an initial non-cancellable period of 1 to 10 years. Subsequent renewals are negotiated with the lessees.

The accompanying notes form an integral part of these financial statements.

Gross revenue for financial year ended 31/03/2021 S\$'000	Gross revenue for financial year ended 31/03/2020 S\$'000	Occupancy rates at 31/03/2021 %	Occupancy rates at 31/03/2020 %	Latest valuation date	Valuation at 31/03/2021 S\$'000	Valuation at 31/03/2020 S\$'000	Percentage of net assets attributable to Unitholders at 31/03/2021	Percentage of net assets attributable to Unitholders at 31/03/2020
2,282	2,225	100.0	100.0	31/03/2021	34,839	38,089	0.8	0.8
23,392	22,768	100.0	100.0	31/03/2021	349,621	370,067	8.0	7.8
14,896	14,506	100.0	100.0	31/03/2021	238,434	259,324	5.4	5.5
5,309	449	100.0	100.0	31/03/2021	88,208	95,894	2.0	2.0
44,728	3,424	93.9	86.6	31/03/2021	411,392	428,147	9.4	9.1
391,415	354,478				7,674,050	8,347,232	175.4	176.8
					(3,288,927)	(3,616,602)	(75.2)	(76.6)
					4,385,123	4,730,630	100.2	100.2
					(9,439)	(9,123)	(0.2)	(0.2)
					4,375,684	4,721,507	100.0	100.0

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

## 1. GENERAL

Mapletree North Asia Commercial Trust ("MNACT") is a Singapore-domiciled Real Estate Investment Trust constituted pursuant to the Trust Deed dated 14 February 2013 (as amended) between Mapletree North Asia Commercial Trust Management Ltd. (as Manager) and DBS Trustee Limited (as Trustee). The Trust Deed is governed by the laws of the Republic of Singapore.

MNACT was formally admitted to the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") on 7 March 2013 and was approved for inclusion under the Central Provident Fund ("CPF") Investment Scheme on 23 January 2013.

The principal activity of MNACT and its subsidiaries (the "Group") is to invest, directly or indirectly, in a diversified portfolio of income-producing real estate in China, Hong Kong SAR, Japan and South Korea. It focuses primarily on commercial assets (predominantly for retail and/or office use), as well as other real estate-related assets. It has the primary objective of achieving an attractive level of return from rental income and long-term capital growth.

MNACT has entered into several service agreements in relation to the management of MNACT and its property operations. The fee structures for these services are as follows:

### (A) Trustee's fees

The Trustee's fees shall not exceed 0.1% per annum of the value of all the assets of MNACT ("Deposited Property") (subject to a minimum of S\$15,000 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 out of the Deposited Property of MNACT monthly, in arrears. 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 S\$15,000 per month). At inception, the Trustee was paid a one-time inception fee of S\$50,000.

### (B) Management fees

The Manager or its nominees are entitled to receive the following remuneration:

- (i) a base fee of 10.0% per annum of the Distributable Income or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders; and
- (ii) a performance fee of 25.0% of the difference in Distribution per Unit ("DPU") in a financial year with the DPU in the preceding financial year (calculated before accounting for the performance fee in each financial year) multiplied by the weighted average number of units in issue for such financial year, or such higher percentage as may be approved by an Extraordinary Resolution of a meeting of Unitholders.

The management fees payable to the Manager or its nominees will be paid in the form of cash and/or Units. In relation to the Japan Properties, the asset management services are provided by Mapletree Investments Japan Kabushiki Kaisha ("MIJ"). In view of the fees payable in cash to the MIJ for the Japan Properties, the Manager has elected to waive the Base Fee, which it is otherwise entitled to under the Trust Deed for as long as the Manager and MIJ are wholly-owned by Mapletree Investments Pte Ltd and the MIJ continues to receive the Japan Asset Management Fee in respect of the Japan Properties.

**1. GENERAL (continued)****(B) Management fees (continued)**

Where the management base fees are paid in cash, the amounts are paid monthly, in arrears. Where the management base fees are paid in the form of Units, the amounts are paid quarterly, in arrears.

The management performance fees are paid annually in arrears, whether in the form of cash and/or Units.

The Manager has waived its entitlement to any performance fee as provided under the Trust Deed until such time that the Group's DPU exceeds 7.124 cents ("Threshold DPU"), which was the DPU achieved in FY19/20, prior to the full year impact of COVID-19.

Upon the Group's DPU performance exceeding the Threshold DPU, the waiver will cease (and the Threshold DPU will no longer be applicable) in subsequent years, and the Manager will continue to be entitled to receive the performance fee in accordance with the Trust Deed.

**(C) Acquisition and Divestment fee**

The Manager or its nominees are entitled to receive the following fees:

- (i) an acquisition fee not exceeding 0.75% and 1.0% of the acquisition price of any Authorised Investments (as defined in the Trust Deed) from Related Parties and all other acquisitions respectively, acquired directly or indirectly, through one or more Special Vehicles ("SPV"), pro-rated if applicable to the proportion of MNACT's interest; and
- (ii) a divestment fee not exceeding 0.5% of the sale price of any Authorised Investments, sold or divested directly or indirectly through one or more SPVs, pro-rated if applicable to the proportion of MNACT's interest.

The acquisition and disposal fee will be paid in the form of cash and/or Units and is payable as soon as practicable after completion of the acquisition and disposal respectively.

**(D) Fees under the Property Management Agreement****(i) Property management services**

The Trustee will pay Mapletree North Asia Commercial Property Management Limited (the "Property Manager"), for each Fiscal Year (as defined in the Property Management Agreement), the following fees:

- 2.0% per annum of the gross revenue for the relevant property;
- 2.0% per annum of the net property income ("NPI") for the relevant property (calculated before accounting for the property management fee in that financial period); and
- where any service is provided by a third party service provider, the Property Manager will be entitled to receive a fee equal to 20% of all fees payable to such third party service provider for supervising and overseeing the services rendered by the third party service provider. Such services shall include, but not limited to, master planning work, retail planning work and environmental impact studies.

The property management fees will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 1. GENERAL (continued)

### (D) Fees under the Property Management Agreement (continued)

#### (ii) *Marketing services*

Under the Property Management Agreement, the Trustee will pay the Property Manager, the following commissions:

- up to 1 month's gross rent inclusive of service charge for securing a tenancy of 3 years or less;
- up to 2 months' gross rent inclusive of service charge for securing a tenancy of more than 3 years;
- up to 0.5 month's gross rent inclusive of service charge for securing a renewal of tenancy of 3 years or less; and
- up to 1 month's gross rent inclusive of service charge for securing a renewal tenancy of more than 3 years.

The Property Manager is not entitled to the marketing services commissions if such service is (i) performed by staff of the asset holding company or (ii) performed by third party service providers.

The marketing services commissions will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

#### (iii) *Project management services*

The Trustee will pay the Property Manager a project management fee subject to:

- a limit of up to 3.0% of the total construction costs incurred for the development or redevelopment, the refurbishment, retrofitting and renovation works on a property; and
- (in the event that the project management fee is more than S\$100,000), an opinion issued by an independent quantity surveyor, to be appointed by the Trustee upon recommendation by the Manager, that the project management fee is within market norms and reasonable range.

The project management fees will be paid in the form of cash and/or Units (as the Manager may in its sole discretion determine).

#### (iv) *Staff costs reimbursement*

The Property Manager employs the centre management team and the persons to run the ice rink business of Festival Walk. The Property Manager is entitled to the following:

- reimbursement for the cost of employing the centre management team of Festival Walk and the persons to run the ice rink business of Festival Walk; and
- 3.0% of such employment cost.

The staff costs reimbursement will be paid in the form of cash.

## 2. SIGNIFICANT ACCOUNTING POLICIES

### 2.1 Basis of preparation

The financial statements have been prepared in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)"), the applicable requirements of the Code on Collective Investment Schemes ("CCIS") issued by the Monetary Authority of Singapore ("MAS") relating to financial reporting and the provisions of the Trust Deed.

These financial statements, which are expressed in Singapore Dollars and rounded to the nearest thousand, have been prepared under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of financial statements in conformity with SFRS(I) requires the Manager to exercise its judgement in the process of applying the Group's accounting policies. It also requires the use of certain critical accounting estimates and assumptions. Information about an area involving a higher degree of judgement, where assumptions and estimates are significant to the financial statements, is disclosed in Note 13 - Investment Properties. The assumptions and estimates were used by the independent valuers in arriving at their valuations.

#### ***New or amended financial reporting standards effective this financial year***

On 1 April 2020, the Group has adopted the new or amended SFRS(I) and Interpretations of SFRS(I) ("INT SFRS(I)") 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 transitional provisions in the respective SFRS(I) and INT SFRS(I).

The adoption of these new or amended SFRS(I) and INT SFRS(I) did not result in substantial changes to the Group's accounting policies and had no material effect on the amounts reported for the current or prior financial years, except as follows:

#### ***Interest Rate Benchmark Reform***

Following the 2007-2008 global financial crisis, the reform and replacement of benchmark interest rates such as LIBOR, SOR, HIBOR, TIBOR and other IBORs has become a priority for global regulators. There is currently uncertainty around the timing and precise nature of these changes.

In accordance with the transition provisions, the Group has adopted the amendments to SFRS(I) 9, SFRS(I) 1-39 and SFRS(I) 7 in relation to the interest rate benchmark reform. The amendments provide temporary relief from applying specific hedge accounting requirements to hedging relationships directly affected by inter-bank offered rate ("IBOR") reform. The reliefs have the effect that IBOR reform should not generally cause hedge accounting to terminate. However, any hedge ineffectiveness continues to be recorded in the income statement. The reliefs will cease to apply when the uncertainties arising from interest rate benchmark reform are no longer present.

Currently, there are no changes to the various inter-bank offered rates ("IBORs") applicable to the Group's hedged debts, interest rate on the cash flows of the hedged debts as well as the associated interest swaps and cross currency interest rate swaps.

As such, no changes were required to any of the amounts recognised, including hedging reserve, in the current or prior period as a result of these amendments.

### 2.2 Revenue recognition

#### ***(a) Rental income and service charges from operating leases***

Rental income and service charges from operating leases (net of any incentives given to the lessees) on investment properties are recognised on a straight-line basis over the lease term. Contingent rents, which include turnover rental income, are recognised as income in the profit or loss when earned.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.2 Revenue recognition (continued)

#### (a) *Rental income and service charges from operating leases* (continued)

Any changes in the scope or the consideration for a lease, that was not part of the original terms and conditions of the lease (for example, rent concessions given which were not contemplated as part of the original terms and conditions of the lease) are accounted for as lease modifications.

For operating leases, the Group accounts for a modification to an operating lease as a new lease from the effective date of the modification, recognising the remaining lease payments as income on a either a straight-line basis or another systematic basis over the remaining lease term.

#### (b) *Interest income*

Interest income is recognised on a time proportion basis using the effective interest method.

#### (c) *Dividend income*

Dividend income is recognised when the right to receive payment is established.

### 2.3 Expenses

#### (a) *Property operating expenses*

Property operating expenses are recognised on an accrual basis. Included in property operating expenses are Property Manager's fees which are based on the applicable formula set out in Note 1(D).

#### (b) *Management fees*

Management fees are recognised on an accrual basis using the applicable formula set out in Note 1(B).

#### (c) *Trustee's fees*

Trustee's fees are recognised on an accrual basis using the applicable formula set out in Note 1(A).

### 2.4 Borrowing costs

Borrowing costs are recognised in profit or loss using the effective interest method, except for those costs that are directly attributable to the construction or development of properties. This includes those costs on borrowings acquired specifically for the construction or development of properties, as well as those in relation to general borrowings used to finance the construction or development of properties.

The actual borrowing costs incurred during the financial 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 expenditure that are financed by general borrowings.

### 2.5 Income tax

Taxation on the return for the financial year comprises current and deferred income tax.

Current income tax for the current and prior periods is recognised at the amount expected to be paid or to be recovered from the tax authorities, using tax rates enacted or substantively enacted by the reporting date.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts expected to be paid to the tax authorities.

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.5 Income tax (continued)

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 initial recognition of goodwill or 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 asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilised. The carrying amount of deferred income tax asset is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

A deferred income tax liability is recognised on temporary differences arising on investment in subsidiaries and joint venture except where the Group is able to control the timing of the reversal of the temporary differences and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax asset and liability are offset when there is a legally enforceable right to set off current income tax asset against current income tax liability and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current income tax asset and liability on a net basis.

Deferred income tax is 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, except for investment properties. Investment properties measured at fair value are presumed to be recovered entirely through sale.

Current and deferred income taxes are recognised as income or expense in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in Unitholders' funds and/or hedging reserve, in which case the tax is also recognised directly in Unitholders' funds and/or hedging reserve, or where the tax arises from the initial accounting for a business combination.

Except for the tax exemption as described below, taxable income earned by the Trust will be subject to Singapore income tax at the prevailing corporate tax rate.

The Trustee is exempted from Singapore income tax under Section 13(12) of the Singapore Income Tax Act ("SITA") on the dividend income from its subsidiaries in Cayman out of underlying rental income derived from the investment properties in Hong Kong SAR and in China. This exemption is granted subject to certain conditions.

The Trustee is also exempted from Singapore income tax under Section 13(8) of the SITA on the dividends received from the Hong Kong Treasury Company provided that the underlying income is subject to profits tax in Hong Kong SAR and the highest rate of profits tax rate in Hong Kong SAR at the time the income is received in Singapore is not less than 15.0%.

The tax exemption also applies to dividend income from the Trust's subsidiaries out of gains, if any, derived from disposal of shares in the subsidiaries unless the gains are considered income of trade or business. Gains arising from the sales of subsidiaries, if considered to be trading gains, will be assessed to tax, currently at 17%, on the Trust under Section 10(1)(a) of the SITA.

Any return of capital received by the Trust from these subsidiaries is capital in nature and hence, is not taxable on the Trustee.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.6 Group accounting

#### (a) Subsidiaries

##### (i) Consolidation

Subsidiaries are all entities (including structured entities) 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. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

In preparing the consolidated financial statements, 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 subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-controlling interests comprise the portion of a subsidiary's net results of operations and its net assets, which is attributable to the interests that are not owned directly or indirectly by the Unitholders of the Trust. They are shown separately in the consolidated statement of profit and loss, statement of comprehensive income, statement of changes in equity, and balance sheet. Total comprehensive income is attributed to the noncontrolling interests based on their respective interests in a subsidiary, even if this results in the non-controlling interests having a deficit balance.

##### (ii) Acquisitions

The acquisition method of accounting is used to account for business combinations by the Group.

The consideration transferred for the 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 any contingent consideration arrangement and any pre-existing equity interest in the subsidiary measured at their fair values at the acquisition date.

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 net identifiable assets.

The excess of the consideration transferred, the amount of any noncontrolling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the net identifiable 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.

Any retained interest in the entity is re-measured at fair value. The difference between the carrying amount of the retained investment at the date when control is lost and its fair value is recognised in profit or loss.

Please refer to the paragraph "Investments in subsidiaries and joint venture", for the accounting policy on investments in subsidiaries (Note 2.7) in the separate financial statements of MNACT.

## 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 Unitholders of the Trust. 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 the Trust.

#### (c) *Joint ventures*

Joint ventures are entities over which the Group has joint control as a result of contractual arrangements, and rights to the net assets of the entities.

Investment in a joint venture is accounted for in the consolidated financial statements using the equity method of accounting less impairment losses, if any.

##### (i) *Acquisition*

An investment in a joint venture is initially recognised at cost. The cost of an acquisition is measured at the fair value of the assets given, equity instruments issued or liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Goodwill on joint ventures represents the excess of the cost of acquisition of the joint ventures over the Group's share of the fair value of the identifiable net assets of the joint ventures and is included in the carrying amount of the investments.

##### (ii) *Equity method of accounting*

Under the equity method of accounting, the investments are initially recognised at cost and adjusted thereafter to recognise the Group's share of its joint ventures' post-acquisition profits or losses of the investee in profit or loss and its share of movements in other comprehensive income of the investee's other comprehensive income. Dividends received or receivable from the joint ventures are recognised as a reduction of the carrying amount of the investments. When the Group's share of losses in a joint venture equals to or exceeds its interest in the joint venture, the Group does not recognise further losses, unless it has legal or constructive obligations to make, or has made, payments on behalf of the joint venture.

If the joint venture subsequently reports profits, the Group resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised. Interest in a joint venture includes any long-term loans for which settlement is never planned nor likely to occur in the foreseeable future.

Unrealised gains on transactions between the Group and its joint ventures are eliminated to the extent of the Group's interest in the joint ventures. Unrealised losses are also eliminated unless the transactions provide evidence of impairment of the assets transferred. The accounting policies of joint ventures are changed where necessary to ensure consistency with the accounting policies adopted by the Group.

##### (iii) *Disposals*

Investments in joint ventures are derecognised when the Group loses joint control. If the retained equity interest in the former joint venture is a financial asset, the retained equity interest is measured at fair value. The difference between the carrying amount of the retained interest at the date when joint control is lost, and its fair value and any proceeds on partial disposal, is recognised in profit or loss.

Please refer to the paragraph "Investments in subsidiaries and joint venture" for the accounting policy on investment in a joint venture (Note 2.7) in the separate financial statements of MNACT.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.7 Investments in subsidiaries and joint venture

Investments in subsidiaries and joint venture are stated at cost less accumulated impairment losses (Note 2.10) in MNACT's Statement of Financial Position. On disposal of investments in subsidiaries and joint venture, the difference between net disposal proceeds and the carrying amount of the investment is recognised in profit or loss.

### 2.8 Investment properties

Investment properties are properties held either to earn rental income and/or capital appreciation.

Investment properties are accounted for as non-current assets and initially recognised at cost on acquisition, and subsequently carried at fair value. Fair values are determined in accordance with the Trust Deed, which requires the investment properties to be valued by independent registered valuers at least once a year, in accordance with CCIS. Changes in fair values are recognised in profit or loss.

Investment properties are subject to renovations or improvement from time to time. The cost of major renovations and improvement are capitalised and the carrying amounts of the replaced components are written off to profit or loss. The costs of maintenance, repairs and minor improvements are recognised in profit or loss when incurred.

On disposal of an investment property, the difference between the net disposal proceeds and the carrying amount is taken to profit or loss.

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.

### 2.9 Plant and equipment

#### (a) Measurement

All plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

The cost of an item of plant and equipment 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 the Manager.

#### (b) Depreciation

Depreciation on plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives. The estimated useful lives are as follows:

	Useful lives
Computer equipment	5 years
Other fixed assets	3 to 5 years

The residual values and estimated useful lives of plant and equipment are reviewed, and adjusted as appropriate, at each reporting date. The effects of any revision are included in profit or loss for the financial period in which the changes arise.

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.9 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 during the financial period in which it is incurred.

#### (d) *Disposal*

On disposal of an item of plant and equipment, the difference between the net disposal proceeds and its carrying amount is taken to profit or loss.

### 2.10 Impairment of non-financial assets

#### *Plant and equipment*

#### *Investments in subsidiaries and joint venture*

Plant and equipment and investments in subsidiaries and joint venture are tested for impairment whenever there is any objective evidence or indication that these assets 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 profit or loss.

An impairment loss for an asset is reversed 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 (net of any accumulated amortisation or depreciation) had no impairment loss been recognised for the asset in prior financial period. A reversal of impairment loss for an asset is recognised in profit or loss.

### 2.11 Inventories

Inventories are carried at the lower of cost and net realisable value. Cost represents average unit cost of purchase and net realisable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses.

### 2.12 Financial assets

#### *Classification and measurement*

The Group classifies its financial assets as held at amortised cost.

The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.12 Financial assets (continued)

#### **Classification and measurement** (continued)

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies debt instruments when and only when its business model for managing those assets changes.

#### **(i) At initial recognition**

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

#### **(ii) At subsequent measurement**

##### *Debt instruments*

Debt instruments mainly comprise of cash and bank balances, trade and other receivables and other current assets (except for prepayments).

There are three prescribed subsequent measurement categories, depending on the Group's business model in managing the assets and the cash flow characteristic of the assets.

The Group managed these group of financial assets by collecting the contractual cash flow and these cash flows represents solely payment of principal and interest. Accordingly, these group of financial assets are measured at amortised cost subsequent to initial recognition.

A gain or loss on a debt instrument that is subsequently measured at amortised cost and is not part of a hedging relationship is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets are recognised using the effective interest rate method.

The Group assesses on forward looking basis the expected credit losses associated with its debt instruments carried at amortised cost.

For trade receivable, the Group applied the simplified approach permitted by the SFRS(I) 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

For other receivables, other current assets (except for prepayments) and cash and bank balances, the general 3 stage approach is applied. Credit loss allowance is based on 12-month expected credit loss if there is no significant increase in credit risk since initial recognition of the assets. If there is a significant increase in credit risk since initial recognition, lifetime expected credit loss will be calculated and recognised.

### 2.13 Cash and cash equivalents

Cash and cash equivalents include cash balances and deposits with financial institutions.

### 2.14 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 incurred. Borrowings are subsequently stated at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in profit or loss over the period of the borrowings using the effective interest method.

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.15 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). Otherwise, they are presented as non-current liabilities.

Trade and other payables are initially measured at fair value, and subsequently at amortised cost, using the effective interest method.

### 2.16 Derivative financial instruments and hedging activities

The Group uses derivative financial instruments such as interest rate swaps, cross currency interest rate swaps and forward currency contracts to hedge its exposure to interest rate risks and currency risks arising from operational, financing and investment activities. In accordance with its treasury policy, which is in line with the CCIS, the Group does not hold or issue derivative financial instruments for trading purposes.

Derivative financial instruments are recognised initially at fair value on the date the contracts are entered into and are subsequently carried at their fair value.

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.

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*

##### (i) *Interest rate swaps*

The Group has entered into interest rate swaps that are cash flow hedges for 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 other comprehensive income and transferred to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in profit or loss.

##### (ii) *Cross currency interest rate swaps*

The Group has entered into cross currency interest rate swaps that are cash flow hedges and are used to reduce the Group's exposure to interest rate risk and currency risk on its borrowings and interest.

The fair value changes on the effective portion of cross currency interest rate swaps designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss when the hedged interest expense on the borrowings and/or the exchange differences arising from the translation of the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of cross currency interest rate swaps are recognised immediately in profit or loss.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.16 Derivative financial instruments and hedging activities (continued)

#### (a) Cash flow hedge (continued)

##### (iii) Forward currency contracts

MNACT has entered into forward currency contracts that qualify as cash flow hedges at MNACT level and are used to hedge the highly probable forecasted foreign currency income received from the offshore assets, back into Singapore Dollars.

The fair value changes on the effective portion of forward currency contracts designated as cash flow hedges are recognised in other comprehensive income and transferred to profit or loss as part of dividend income upon the receipt of the dividend income. The fair value changes on the ineffective portion of currency forwards are recognised immediately in the profit or loss.

#### (b) Derivatives that are not designated or do not qualify for hedge accounting

Fair value changes on forward currency contracts which do not qualify for hedge accounting at Group level, are recognised in the profit or loss when the changes arise. Such derivatives are presented as current assets or liabilities if they are either held for trading or are expected to be realised within 12 months after the balance sheet date.

### 2.17 Fair value estimation of financial assets and liabilities

The carrying amounts of current financial assets and liabilities carried at amortised cost approximate their fair values.

The fair values of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) are determined by using valuation techniques. The fair values of currency forwards are determined using banks' quoted forward rates and foreign exchange spot rates at the reporting date. The fair values of interest rate swaps and cross currency interest rate swaps are calculated as the present value of the estimated future cash flows, using assumptions based on market conditions existing at the reporting date.

The fair values of non-current financial liabilities carried at amortised cost are determined from adjusted quoted prices or cash flow analysis discounted at the current market interest rates that are available to the Group for similar financial liabilities.

### 2.18 Leases

#### (a) When the Group is a lessee

At contract inception, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

##### (i) Right-of-use ("ROU") assets

The Group recognises a ROU asset and lease liability at the date which the underlying asset is available for use. ROU assets are measured at cost which comprises the initial measurement of lease liabilities adjusted for any lease payments made at or before the commencement date and lease incentive received.

These ROU assets are subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the ROU assets or the end of the lease term, and are presented within "Property, plant and equipment".

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.18 Leases (continued)

#### (a) *When the Group is a lessee* (continued)

##### (ii) *Lease liabilities*

Lease liability is initially measured at the present value of the lease payments discounted using the implicit rate in the lease, if the rate can be readily determined. If that rate cannot be readily determined, the Group shall use its incremental borrowing rate.

Lease liability is subsequently measured at amortised cost using the effective interest method.

##### (iii) *Short term and low value leases*

The Group has elected to not recognise ROU assets and lease liabilities for short-term leases that have lease terms of 12 months or less and leases of low value leases, except for sublease arrangements. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease.

#### (b) *When the Group is a lessor*

Refer to Note 2.2(a) for the accounting policy applicable to the Group as a lessor.

### 2.19 Provisions

Provisions are recognised when the Group has a present legal or constructive obligation as a result of a past event where it is probable that such obligation will result in an outflow of economic benefits that can be reasonably estimated.

### 2.20 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 consolidated financial statements are presented in Singapore Dollars, which is MNACT's functional currency.

#### (b) *Transactions and balances*

Transactions in a currency other than the functional currency ("foreign currency") are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Currency translation gains and losses 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 profit or loss, except for currency translation differences on the net investment in foreign operations, borrowings in foreign currencies and other currency instruments qualifying as net investment hedges for foreign operations, which are recognised in other comprehensive income and included in the foreign currency translation reserve within the Statements of Movements in Unitholders' Funds of the Group.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

### 2.20 Currency translation (continued)

#### (c) Translation of Group entities' financial statements

The results and financial position of all the group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- (i) Assets and liabilities are translated at the closing rates at the reporting date;
- (ii) Income and expenses are translated at average exchange rates (unless the average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated using the exchange rates at the dates of the transactions); and
- (iii) All resulting exchange differences are recognised in other comprehensive income and taken to the foreign currency translation reserve within the Statements of Movements in Unitholders' Funds of the Group.

#### (d) Consolidation adjustments

On consolidation, currency translation differences arising from the net investment in foreign operations, borrowings in foreign currencies, and other currency instruments designated as hedges of such investments, are recognised in other comprehensive income and taken to the foreign currency translation reserve. When a foreign operation is sold or any loan forming part of the net investment in foreign operation is repaid, such currency translation differences recorded in the foreign currency translation reserve are recognised in profit and loss as part of the gain or loss on sale.

### 2.21 Units and unit issuance expenses

Proceeds from the issuance of Units in MNACT 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.

### 2.22 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the Manager who is responsible for allocating resources and assessing performance of the operating segments.

### 2.23 Distribution policy

MNACT's distribution policy is to distribute at least 90.0% of its distributable income, comprising substantially its income from the letting of its properties and related property services income and after deduction of allowable expenses and allowances, and of its tax-exempt income (if any). With effect from 1 April 2020, the distribution is on a half-yearly basis instead of quarterly basis.

The Manager has introduced and implemented the Distribution Reinvestment Plan ("DRP") on 4 December 2019. The DRP provides Unitholders with the option to receive their distributions declared, either in the form of units or cash or a combination of both. DRP enables MNACT to conserve its cash balance and improve its liquidity position and aggregate leverage.

### 3. GROSS REVENUE

	2021 S\$'000	Group 2020 S\$'000
Rental income (net of rental reliefs granted)	317,190	303,394
Service charges	26,296	11,615
Other operating income	47,929	39,469
	<b>391,415</b>	<b>354,478</b>

The turnover rental income recognised in rental income during the financial year was S\$4,499,000 (2020: S\$2,648,000).

Ad-hoc rental reliefs of S\$50,463,000 (2020: S\$18,136,000) were granted to the Group's tenants during the financial year. The rental reliefs granted are recognised as a reduction of revenue in the financial period in which they are granted to the tenants.

In the previous financial year, there was lower revenue from Festival Walk as there were no rental collection during the closure of Festival Walk's mall from 13 November 2020 to 15 January 2021 and its office tower from 13 to 25 November 2020. To mitigate the above impact on the distributable income when the mall and office tower were closed, the Manager had implemented Festival Walk Top-Ups over the third and the fourth quarters of the previous financial year. Please refer to footnote 2 of the Distribution Statements for more details on Festival Walk Top-Ups. The loss of retail and office revenue during the closures as well as property damage sustained are covered under the insurance policies.

Other operating income comprises car park revenue and other income attributable to the operations of the properties, such as additional air-conditioning and chilled water charges, ice rink income, rental from event space and refuse compactor charge.

### 4. PROPERTY OPERATING EXPENSES

	2021 S\$'000	Group 2020 S\$'000
Staff costs*	3,969	4,012
Utilities and property maintenance	33,361	16,376
Marketing and promotion expenses	4,732	4,443
Professional fees	2,784	1,512
Property and other taxes	26,603	23,456
Property and lease management fees	15,401	13,803
Property management reimbursements**	9,493	10,311
Other operating expenses	3,032	3,078
	<b>99,375</b>	<b>76,991</b>

\* This relates to employees of Festival Walk and includes contribution to defined contribution plans of S\$240,000 (2020: S\$240,000).

\*\* Includes reimbursements paid/payable to the Property Manager in respect of agreed employee expenditure incurred by the Property Manager for providing its services under the Property Management Agreement.

The Group's daily operations and administrative functions are provided by the Manager and Property Manager.

All of the Group's investment properties generate rental income and the above expenses are direct operating expenses arising therefrom.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 5. OTHER TRUST EXPENSES

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Consultancy and professional fees	600	468	85	72
Valuation fees	101	62	-	-
Other trust expenses	1,760	1,582	558	176
	<b>2,461</b>	<b>2,112</b>	<b>643</b>	<b>248</b>

Total fees to auditors included in other trust expenses are as follows:

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Auditors' remuneration	361	354	48	45

Auditors of the Group comprise member firms of PricewaterhouseCoopers International Limited.

### 6. FINANCE COSTS

	Group	
	2021 S\$'000	2020 S\$'000
Interest expense	66,240	81,475
Cash flow hedges, reclassified from hedging reserve (Note 22)	662	(10,022)
Financing fees	4,693	3,448
	<b>71,595</b>	<b>74,901</b>

### 7. INCOME TAX

#### (a) Income tax expenses

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Tax expense attributable to current financial year's results is made up of:				
Current income tax				
- Singapore	12	79	12	79
- Foreign	9,999	10,546	-	-
	<b>10,011</b>	<b>10,625</b>	<b>12</b>	<b>79</b>
Withholding tax – Foreign	10,233	11,088	-	-
	<b>20,244</b>	<b>21,713</b>	<b>12</b>	<b>79</b>
Deferred tax (Note 20)	16,353	15,771	-	-
	<b>36,597</b>	<b>37,484</b>	<b>12</b>	<b>79</b>
Over provision in preceding financial years:				
Current income tax – Foreign	(138)	(32)	-	-
	<b>36,459</b>	<b>37,452</b>	<b>12</b>	<b>79</b>

## 7. INCOME TAX (continued)

## (a) Income tax expenses (continued)

The expenses on the results for the financial year differ from the amount that would arise using the Singapore standard rate of income tax due to the following:

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
(Loss)/profit before tax	(228,103)	161,718	111,886	121,849
Less: share of profit of a joint venture	(3,428)	-	-	-
	(231,531)	161,718	111,886	121,849
Tax calculated at a tax rate of 17% (2020: 17%)	(39,360)	27,492	19,021	20,714
Effects of:				
- Expenses not deductible for tax purposes	5,857	4,925	2,865	3,528
- Income not subject to tax	(5,116)	(1,939)	-	-
- Changes in fair value of investment properties:				
- Not subject to tax	72,874	7,909	-	-
- Different tax rates	4,455	538	-	-
- Income not subject to tax due to tax transparency ruling (Note 2.5)	-	-	(21,874)	(24,163)
- Different tax rates in other countries	(2,299)	(1,386)	-	-
- Over provision in preceding financial years	(138)	(32)	-	-
- Others	186	(55)	-	-
Tax charge	36,459	37,452	12	79

## (b) Movements in current income tax liabilities

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Beginning of the financial year	33,874	31,216	198	119
Income tax paid	(25,403)	(20,308)	(59)	*
Tax expense	20,244	21,713	12	79
Over provision in preceding financial years	(138)	(32)	-	-
Translation differences on consolidation	(772)	1,285	-	-
End of the financial year	27,805	33,874	151	198

\* The amount is below S\$1,000.

## (c) The tax charge relating to each component of other comprehensive income is as follows:

	2021			2020		
	Before tax S\$'000	Tax charge S\$'000	After tax S\$'000	Before tax S\$'000	Tax charge S\$'000	After tax S\$'000
Cash flow hedges						
- Fair value changes	42,776	(2,987)	39,789	(33,370)	2,853	(30,517)
- Reclassification	(46,153)	120	(46,033)	40,163	1,880	42,043
Currency translation differences						
- (Loss)/gains	(40,161)	-	(40,161)	75,327	-	75,327
- Reclassification	834	-	834	(1,939)	-	(1,939)
- Share of a foreign joint venture	(2,188)	-	(2,188)	-	-	-
Other comprehensive income	(44,892)	(2,867)	(47,759)	80,181	4,733	84,914

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 8. EARNINGS PER UNIT

The calculation of basic and diluted earnings per unit is based on:

	Group		MNACT	
	2021	2020	2021	2020
Net (loss)/profit attributable to Unitholders of MNACT (S\$'000)	<b>(265,788)</b>	123,556	<b>111,874</b>	121,770
Weighted average number of units outstanding during the financial year ('000)	<b>3,382,632</b>	3,199,143	<b>3,382,632</b>	3,199,143
Basic and diluted (loss)/earnings per unit (cents)	<b>(7.857)</b>	3.862	<b>3.307</b>	3.806

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 BANK BALANCES

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Cash at bank and on hand	<b>117,020</b>	145,662	<b>10,092</b>	46,653
Short-term bank deposits	<b>135,178</b>	62,136	<b>77,000</b>	6,556
	<b>252,198</b>	207,798	<b>87,092</b>	53,209

For purpose of presenting the consolidated statement of cash flows, cash and cash equivalents comprise the following:

	Group	
	2021 S\$'000	2020 S\$'000
Cash and bank balances	<b>252,198</b>	207,798
Less: Restricted cash*	<b>(22,922)</b>	(19,590)
Cash and cash equivalents per consolidated statement of cash flows	<b>229,276</b>	188,208

\* Restricted cash relates to the amount of cash reserves for the Japan Properties which is required to be maintained based on the agreements with the banks. Restricted cash are reserves for use in capital expenditure, interest expense and certain property related expenses to ensure these liabilities can be met when incurred.

### 10. TRADE AND OTHER RECEIVABLES

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Trade receivables:				
- Non-related parties	<b>3,349</b>	1,892	<b>1,840</b>	390
Amounts due from subsidiaries (non-trade)	-	-	<b>6,874</b>	6,479
Accrued revenue	<b>6,923</b>	7,020	-	-
Interest receivables	<b>901</b>	342	<b>11</b>	2
Other receivables	<b>3,423</b>	8,417	<b>4</b>	188
	<b>14,596</b>	17,671	<b>8,729</b>	7,059

The amounts due from subsidiaries are unsecured, interest-free and repayable on demand.

Included in other receivables in the previous financial year was the refundable withholding tax and consumption tax relating to the acquisition of MBP and Omori, total amounting to S\$6,484,000. These were received in the current financial year.

**11. OTHER CURRENT ASSETS**

	2021 S\$'000	Group 2020 S\$'000
Deposits	51	52
Prepayments	3,310	1,841
	<b>3,361</b>	<b>1,893</b>

**12. DERIVATIVE FINANCIAL INSTRUMENTS**

The Group holds derivatives instruments, as part of its hedging strategy, to hedge its foreign currency and interest rate risk exposures.

		Group		
	Maturity	Contract notional amount S\$'000	Fair value Assets S\$'000	Liabilities S\$'000
<b>31 March 2021</b>				
Cash flow hedging instruments:				
Interest rate swaps (current)	July 2021 - March 2022	198,628	-	(2,214)
Interest rate swaps (non-current)	July 2022 - May 2025	1,040,750	-	(13,506)
Cross currency interest rate swaps (current)	September 2021 - March 2022	175,000	586	(5,988)
Cross currency interest rate swaps (non-current)	November 2022 - March 2027	724,387	22,040	(2,710)
Non-hedging instruments:				
Currency forwards (current)	April 2021 - December 2021	107,523	1,404	(1,342)
			<b>24,030</b>	<b>(25,760)</b>
Represented by:				
Current position			1,990	(9,544)
Non-current position			<b>22,040</b>	<b>(16,216)</b>
Percentage of derivatives to the Group's net asset value				<b>(0.04%)</b>
<b>31 March 2020</b>				
Cash flow hedging instruments:				
Interest rate swaps (current)	April 2020 - March 2021	392,502	1	(1,361)
Interest rate swaps (non-current)	July 2021 - May 2025	1,080,315	1,152	(12,602)
Cross currency interest rate swaps (non-current)	September 2021 - March 2027	906,373	6,376	(38,795)
Non-hedging instruments:				
Currency forwards (current)	June 2020 - December 2020	112,761	128	(3,952)
			<b>7,657</b>	<b>(56,710)</b>
Represented by:				
Current position			129	(5,313)
Non-current position			<b>7,528</b>	<b>(51,397)</b>
Percentage of derivatives to the Group's net asset value				<b>(1.04%)</b>

At 31 March 2021, the fixed interest rates payable on interest rate swaps and cross currency interest rate swaps vary from 0.13% to 3.58% (2020: 0.13% to 3.58%) per annum and the fixed and floating interest rates receivable vary from 0.08% to 3.96% (2020: 0.07% to 3.96%) per annum.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 12. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

	Maturity	MNACT		
		Contract notional amount S\$'000	Fair value Assets S\$'000	Liabilities S\$'000
<b>31 March 2021</b>				
Cash flow hedging instruments:				
Currency forwards (current)	April 2021 – December 2021	107,523	1,404	(1,342)
Percentage of derivatives to MNACT's net asset value				*
<b>31 March 2020</b>				
Cash flow hedging instruments:				
Currency forwards (current)	June 2020 - December 2020	112,761	128	(3,952)
Percentage of derivatives to MNACT's net asset value				(0.14%)

\* Less than 0.01%

The exposure of contractual notional amount of derivative financial instruments held for hedging which are based on IBORs are S\$1,443,588,000 (2020: S\$1,680,712,000).

#### Interest rate benchmark reform

To transition existing contracts and agreements that reference the various IBORs to their respective new benchmark interest rates, adjustments for term differences and credit differences might need to be applied to the new benchmark interest rates, to enable the two benchmark rates to be economically equivalent on transition.

In calculating the change in fair value attributable to the hedged risk of floating-rate debts, the Group has made the following assumptions that reflect its current expectations:

- The floating-rate debts will move to the respective new IBORs (except for HIBOR and TIBOR which will co-exist with their respective new IBORs in the respective countries) during 2022 and the spread will be similar to the spread included in the interest rate swaps and cross currency interest rate swaps used as hedging instruments; and
- No other changes to the terms of the floating-rate debts are anticipated.

## 12. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

	Contractual notional amount S\$'000	Carrying Amount		Changes in fair value used for calculating hedge ineffectiveness		Hedge ineffectiveness recognised in P&L S\$'000	Maturity date
		Assets/ (Liabilities) S\$'000	Financial statement line item	Hedging instrument S\$'000	Hedged Item S\$'000		

Hedging instruments used in Group's hedging strategy in 2021

**Group****Cash flow hedge**

## Interest rate risk

- Interest rate swaps to hedge floating rate borrowings	1,239,378	(15,720)	Derivative financial instruments	(11,328)	11,328	-	July 2021 - May 2025
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## Interest rate risk/foreign exchange risk

- Cross currency interest rate swaps to hedge foreign currency interest and principal payments and floating rate borrowings	899,387	13,928	Derivative financial instruments	54,104	(54,104)	-	September 2021 - March 2027
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**MNACT****Cash flow hedge**

## Foreign exchange risk

- Forward contracts to hedge highly probable transactions	107,523	62	Derivative financial instruments	3,065	(3,065)	-	April 2021 - December 2021
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Hedging instruments used in Group's hedging strategy in 2020

**Group****Cash flow hedge**

## Interest rate risk

- Interest rate swaps to hedge floating rate borrowings	1,472,817	(12,810)	Derivative financial instruments	(3,729)	3,729	-	April 2020 - May 2025
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## Interest rate risk/foreign exchange risk

- Cross currency interest rate swaps to hedge foreign currency interest and principal payments and floating rate borrowings	906,373	(32,419)	Derivative financial instruments	(29,641)	29,641	-	September 2021 - March 2027
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**MNACT****Cash flow hedge**

## Foreign exchange risk

- Forward contracts to hedge highly probable transactions	112,761	(3,824)	Derivative financial instruments	(5,665)	5,665	-	June 2020 - December 2020
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At 31 March 2021, the Group's weighted average hedge rates for interest rate swaps and cross currency swaps were 0.94% and 2.07% (SGD1: HKD5.75, USD1: HKD7.79, SGD1: JPY81.23 and HKD1: JPY14.28) [2020: 1.21% and 2.06% (SGD1: HKD5.75, USD1: HKD7.79, SGD1: JPY81.23 and HKD1: JPY14.28)] respectively.

At 31 March 2021, MNACT's weighted average hedged rates for outstanding forward contracts were SGD1: HKD5.76, SGD1: RMB5.05, SGD1: JPY77.91 and SGD1: KRW 839.20 (2020: SGD1: HKD5.65, SGD1: RMB5.18 and SGD1: JPY77.29).

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 13. INVESTMENT PROPERTIES

### (a) Movements during the financial year

	2021 S\$'000	Group 31 March 2020 S\$'000
Beginning of the financial year	8,347,232	7,609,543
Additions (Note 13(c))	19,743	12,803
Acquisition	-	484,746
Net change in fair value of investment properties	(480,957)	(17,906)
Translation difference on consolidation	(211,968)	258,046
End of the financial year	<u>7,674,050</u>	<u>8,347,232</u>

Details of the properties are shown in the Portfolio Statement.

### (b) Fair value hierarchy

The following level presents the investment properties at fair value and classified by level of fair value measurement hierarchy:

- Level 1: quoted prices (unadjusted) in active markets for identical assets;
- Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3: inputs for the asset that are not based on observable market data (unobservable inputs).

All properties within the Group's portfolio are classified within Level 3 of the fair value hierarchy.

### (c) Reconciliation of movements in Level 3 fair value measurements

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	Total S\$'000
<b>2021</b>				
Beginning of the financial year	5,090,037	1,851,875	1,405,320	8,347,232
Additions*, including effect of amortisation of leasing related and capitalised costs	12,111	(380)	8,012	19,743
Net change in fair value of investment properties	(428,673)	(78,783)	26,499	(480,957)
Translation differences on consolidation	(153,393)	62,456	(121,031)	(211,968)
End of the financial year	<u>4,520,082</u>	<u>1,835,168</u>	<u>1,318,800</u>	<u>7,674,050</u>
<b>2020</b>				
Beginning of the financial year	4,966,850	1,859,835	782,858	7,609,543
Additions, including effect of amortisation of leasing related and capitalised costs	8,202	13	4,588	12,803
Acquisition*	-	-	484,746	484,746
Net change in fair value of investment properties	(46,526)	14,536	14,084	(17,906)
Translation differences on consolidation	161,511	(22,509)	119,044	258,046
End of the financial year	<u>5,090,037</u>	<u>1,851,875</u>	<u>1,405,320</u>	<u>8,347,232</u>

\* Included non-audit fees of S\$32,000 (2020: S\$145,000) paid to the auditor of MNACT Group for the service rendered as the independent reporting auditor in relation to non-audit services in connection with acquisition of MBP and OBP.

The TMK bonds and certain bank loans are secured on the Japan Properties with carrying amounts on the balance sheet of S\$1,318,800,000 (2020: S\$1,405,320,000) (Note 19).

**13. INVESTMENT PROPERTIES (continued)****(d) Valuation techniques and key unobservable inputs**

Fair values of the Group's properties have been derived using the following valuation techniques:

- **Income capitalisation** – Properties are valued by capitalising the net income on a fully leased basis at a blended rate to arrive at the core capital value. The net income of the building is the estimated current rate and potential future income from existing vacancies after deducting all necessary outgoings and expenses. The adopted yield reflects the nature, location and tenancy profile of the property together with the prevailing property market condition.
- **Discounted cash flow** - Properties are valued by discounting the net cash flows over the assumed cash flow period at an appropriate rate to reflect risk.
- **Direct comparison** - Properties are valued by using transacted prices for comparable properties for which price information is available, with adjustments made for differences in size, location, time, amenities, building age, building quality, remaining land tenure and other relevant factors.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of the investment properties categorised under Level 3 of the fair value hierarchy:

Valuation techniques	Unobservable inputs	Range of unobservable inputs	Relationship of unobservable inputs to fair value
Income capitalisation	Capitalisation rate	4.15% – 5.50% (2020: 4.15% - 5.50%) per annum	The higher the capitalisation rate, the lower the fair value.
Discounted cash flow	Discount rate	3.80% – 9.25% (2020: 3.90% - 9.25%) per annum	The higher the discount rate, the lower the fair value.
Direct comparison (only for China properties)	Adjusted price per square metre	RMB 37,766 – RMB 61,997 (2020: RMB 37,766 - RMB 65,003)	The higher the adjusted price per square metre, the higher the fair value.

**(e) Valuation processes of the Group**

The Group engages independent and qualified valuers to determine the fair value of the Group's properties at the end of every financial year based on the properties' highest and best use. As at 31 March 2021, the fair values of the properties were determined by Cushman & Wakefield Limited and CBRE K.K. (2020: Cushman & Wakefield Limited and Cushman & Wakefield K.K.).

The independent valuers are of the view that the valuation techniques and estimates they have employed are reflective of the current market conditions and have taken into account the impact of COVID-19 based on information available as at 31 March 2021. Given the uncertainty over the length and severity of the COVID-19 outbreak in the respective countries in which the Group operates and the ongoing measures being adopted by them to address the outbreak, valuations for certain investment properties may be subjected to more fluctuations subsequent to 31 March 2021 than during normal market conditions. The Manager has reviewed the appropriateness of the valuation techniques and the assumptions applied by the independent valuers.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 14. LEASES – THE GROUP AS A LESSOR

The Group has leased out their owned investment properties to third parties and related parties (Note 28) for monthly lease payments. These leases are classified as operating leases because the risk and rewards incidental to ownership of the assets are not substantially transferred.

Although the Group is exposed to changes in the residual values of its investment properties at the end of the current leases, the Group typically enters into new operating leases and therefore will not immediately realise any reduction in residual value at the end of these leases. Expectations about the future residual values are reflected in the fair value of the investment properties in Note 13.

Rental income from investment properties are disclosed in Note 3.

Undiscounted non-cancellable lease payments from the operating leases to be received after the reporting date are as follows:

	31 March 2021 S\$'000	31 March 2020 S\$'000
Less than one year	343,570	363,047
One to two years	262,264	298,327
Two to three years	154,112	218,318
Three to four years	53,211	131,010
Four to five years	24,500	44,481
Later than five years	6,504	22,348
Total undiscounted lease payments	844,161	1,077,531

The future minimum lease receivables under non-cancellable leases exclude the portion of lease receivables which is computed based on a percentage of the sales achieved by some of the lessees. The contingent lease receivables received during the financial year and recognised in the Group's revenue are disclosed in Note 3.

Some of the operating leases are subject to revision of lease rentals at periodic intervals. For the purpose of the above disclosure, the prevailing lease rentals are used.

### 15. PLANT AND EQUIPMENT

	Computer equipment S\$'000	Other fixed assets S\$'000	Total S\$'000
<b>Group</b>			
<b>2021</b>			
<i>Cost</i>			
Beginning of the financial year	1,693	6,379	8,072
Additions	320	637	957
Write-offs	(10)	(191)	(201)
Translation difference on consolidation	(51)	(200)	(251)
End of the financial year	1,952	6,625	8,577
<i>Accumulated depreciation</i>			
Beginning of the financial year	1,515	2,772	4,287
Depreciation charge	106	1,200	1,306
Write-offs	(8)	(158)	(166)
Translation difference on consolidation	(47)	(110)	(157)
End of the financial year	1,566	3,704	5,270
<b>Net book value</b>			
End of the financial year	386	2,921	3,307

**15. PLANT AND EQUIPMENT (continued)**

	Computer equipment S\$'000	Other fixed assets S\$'000	Total S\$'000
<b>Group</b>			
<b>2020</b>			
<i>Cost</i>			
Beginning of the financial year	1,603	4,852	6,455
Additions	94	1,600	1,694
Write-offs	(53)	(226)	(279)
Translation difference on consolidation	49	153	202
End of the financial year	1,693	6,379	8,072
<i>Accumulated depreciation</i>			
Beginning of the financial year	1,400	1,704	3,104
Depreciation charge	123	1,115	1,238
Write-offs	(53)	(125)	(178)
Translation difference on consolidation	45	78	123
End of the financial year	1,515	2,772	4,287
<b>Net book value</b>			
<b>End of the financial year</b>	178	3,607	3,785

ROU assets acquired under leasing arrangements are presented together with the owned assets of the same class.

**16. INVESTMENTS IN SUBSIDIARIES**

	2021 S\$'000	MNACT 2020 S\$'000
Equity investments at cost	1,139,696	1,132,875
Loans to subsidiaries	1,552,127	1,540,474
	<b>2,691,823</b>	<b>2,673,349</b>

The loans to subsidiaries are unsecured, interest-free and with no fixed repayment terms and are intended to be a long-term source of additional capital for the subsidiaries. Settlement of these loans is neither planned nor likely to occur in the foreseeable future. Accordingly, the Manager considers these loans to be part of the Trust's net investment in the subsidiaries and has accounted for these loans in accordance with Note 2.7.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 16. INVESTMENTS IN SUBSIDIARIES (continued)

The Group has the following significant subsidiaries as at 31 March 2021 and 2020:

Name of subsidiary	Principal activities	Country of incorporation	Effective interest held by the Group	
			2021 %	2020 %
Festival Walk (2011) Limited <sup>(a)</sup>	Property investment	Hong Kong SAR	100.0	100.0
HK Gateway Plaza Company Limited <sup>(b)</sup>	Property investment	Hong Kong SAR	100.0	100.0
Shanghai Zhan Xiang Real Estate Company Limited <sup>(b)</sup>	Property investment	China	100.0	100.0
Tsubaki Tokutei Mokuteki Kaisha <sup>(c)</sup>	Property investment	Japan	98.47	98.47
GK Makuhari Blue <sup>(c)</sup>	Property investment	Japan	98.47	98.47

<sup>(a)</sup> Audited by PricewaterhouseCoopers, Hong Kong

<sup>(b)</sup> Audited by PricewaterhouseCoopers Zhong Tian, China

<sup>(c)</sup> Audited by PricewaterhouseCoopers Aarata LLC, Japan

As at 31 March 2021 and 2020, the Group only had two subsidiaries with non-controlling interests of 1.53%. The non-controlling interests are not material to the Group.

The Group does not have any other subsidiaries that has non-controlling interests that are material to the Group. Accordingly, no summarised financial information of subsidiaries with non-controlling interests are presented.

### 17. INVESTMENT IN A JOINT VENTURE

	2021 S\$'000	Group 2020 S\$'000
Unquoted equity, at costs	115,322	-
Share of post-acquisition reserves	1,240	-
	<b>116,562</b>	-

The movement in investment in a joint venture is as follows:

	2021 S\$'000	Group 2020 S\$'000
Beginning of the financial year	-	-
Acquisition*	115,322	-
Share of profit	3,428	-
Share of other comprehensive income	(2,188)	-
End of the financial year	<b>116,562</b>	-

\* Acquisition includes accrued transaction costs amounting to \$672,000 as at 31 March 2021 (2020: Nil). There are fees for non-audit services paid/payable to auditors of MNACT Group of \$107,000 which has been capitalised as part of investment in joint venture.

On 30 October 2020, the Group acquired 50% interest in a joint venture which owns a high quality office building, The Pinnacle Gangnam, located at Gangnam-gu, Seoul, South Korea ("TPG").

**17. INVESTMENT IN A JOINT VENTURE** (continued)

The Group's interest in the joint venture is as follows:

Name of joint venture	Principal activities	Country of incorporation	Effective interest held by the Group	
			2021 %	2020 %
IGIS Qualified Investment Type Private Placement Real Estate Investment Trust No. 6*	Property investment	South Korea	50.0	-

\* Not required to be audited under the laws of the country of incorporation.

Set out below is the summarised financial information for the Group's material joint venture.

Summarised statement of comprehensive income

	TPG 2021 S\$'000
Revenue	9,563
<b>Profit before tax*</b>	8,082
Income tax expense	(1,226)
<b>Profit after tax</b>	6,856
<b>Other comprehensive income</b>	(4,376)
<b>Total comprehensive income</b>	2,480
<b>Dividends received from joint venture</b>	-

\* Includes interest income and interest expense of \$28,000 and \$3,158,000 respectively.

Summarised statement of financial position

	TPG 2021 S\$'000
Cash and bank balances	26,791
Other current assets	321
Non-current asset - Investment property	543,469
<b>Total assets</b>	570,581
Current trade and other payables	27,536
Deferred tax liabilities	1,233
Non-current borrowings	315,746
<b>Total liabilities</b>	344,515
<b>Net assets</b>	226,066
Group's equity interest	50%
Group's share of net assets	113,033
Acquisition cost	3,529
<b>Carrying amount of investment</b>	116,562

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 18. TRADE AND OTHER PAYABLES

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
<b>Current</b>				
Trade payables	1,877	2,863	336	154
Accruals	36,094	34,888	2,265	2,679
Amounts due to subsidiaries (non-trade)	-	-	4,439	56
Amounts due to related parties (trade)	14,829	8,429	9,027	4,224
Amount due to a related party (non-trade)	2	14	2	14
Tenancy deposits and advance rental	53,805	56,287	-	-
Other deposits	1,041	1,083	-	-
Interest payable	7,752	8,603	-	-
Advanced distribution payable	-	34,179	-	34,179
Other payables	6,660	3,611	-	-
	<b>122,060</b>	<b>149,957</b>	<b>16,069</b>	<b>41,306</b>
<b>Non-current</b>				
Tenancy deposits and advance rental	105,861	109,894	-	-
	<b>227,921</b>	<b>259,851</b>	<b>16,069</b>	<b>41,306</b>

Accruals include accrued capital expenditure and property taxes for investment properties.

In the previous year, there was an advanced distribution payment accrued of S\$34,179,000 or 1.07 cents per unit which was declared payable to eligible Unitholders on 28 February 2020. This represents the distribution for the period from 1 January 2020 to 27 February 2020 to Unitholders existing as at 28 February 2020 and prior to the issuance of new units pursuant to the Transaction Units (Note 24(iii)).

Included in trade amounts due to related parties are amounts due to the Property Manager of S\$5,802,000 (2020: S\$4,205,000) and the Manager of S\$9,027,000 (2020: S\$4,224,000).

The non-trade amounts due to subsidiaries and a related party are unsecured, interest-free and repayable on demand.

### 19. BORROWINGS

	Group	
	2021 S\$'000	2020 S\$'000
<b>Current</b>		
Bank loans	32,987	353,148
Medium-term notes	175,000	-
	<b>207,987</b>	<b>353,148</b>
<b>Non-current</b>		
Bank loans	2,450,335	2,213,635
TMK bonds	78,943	86,305
Medium-term notes	544,713	730,406
<b>Gross borrowings</b>	<b>3,281,978</b>	<b>3,383,494</b>
Less: Unamortised transaction costs	(10,725)	(11,186)
<b>Net borrowings</b>	<b>3,271,253</b>	<b>3,372,308</b>
Represented by:		
Current position	207,406	352,669
Non-current position	3,063,847	3,019,639

The above borrowings are unsecured except for the TMK bonds and certain bank loans amounting to S\$703,764,000 (2020: S\$774,424,000), which are secured over the Japan Properties (Note 13).

**19. BORROWINGS** (continued)**(a) Maturity of borrowings**

The bank loans mature between 2021 and 2026 (2020: 2020 and 2025), TMK bonds mature between 2024 and 2025 (2020: 2024 and 2025), and medium-term notes mature between 2021 and 2027 (2020: 2021 and 2027).

**(b) Interest rates**

The weighted average effective interest rates per annum are as follows:

	2021 %	2020 %
<b>Group</b>		
Bank loans	1.34	2.13
TMK bonds	0.41	0.41
Medium-term notes	3.42	3.42

**(c) Interest rate risks**

The exposure of the borrowings of the Group at the reporting dates (before taking into account the derivatives to swap the floating rates to fixed rates) to interest rate changes and the contractual repricing dates are as follows:

	Variable rates 1 to 6 months S\$'000	Fixed rates 1 to 5 years S\$'000	Fixed rates more than 5 years S\$'000	Total S\$'000
<b>Group</b>				
<b>31 March 2021</b>				
Borrowings	2,473,748	-	797,505	3,271,253
<b>31 March 2020</b>				
Borrowings	2,557,115	-	815,193	3,372,308

**(d) Carrying amounts and fair values**

The carrying amount of the current and non-current bank loans and TMK bonds, which are at variable market rates, approximate their fair values at the reporting date.

The fair value of the current and non-current fixed-rate medium-term notes of S\$746,105,000 (2020: S\$736,697,000) is determined from adjusted quoted prices and is within Level 2 of the fair value hierarchy.

**(e) Medium-term notes**

In May 2013, the Group established, together with DBS Trustee Limited, in its capacity as Trustee of MNACT ("MNACT Trustee"), a US\$1,500,000,000 Euro Medium Term Securities Programme ("MTN Programme") via its subsidiaries, Mapletree North Asia Commercial Trust Treasury Company (S) Pte. Ltd. ("MNACT S-TCO") and Mapletree North Asia Commercial Treasury Company (HKSAR) Limited ("MNACT HK-TCO").

Under the MTN Programme, MNACT Trustee, MNACT S-TCO and MNACT HK-TCO (collectively "the Issuers") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Medium-term notes or perpetual securities in series or tranches in Singapore Dollars or any other currency.

Each series or tranche of Medium-term notes may be issued in various amounts and tenors, and may bear fixed, floating or variable rates of interest. Hybrid notes or zero coupon notes may also be issued under the MTN Programme.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 19. BORROWINGS (continued)

### (e) Medium-term notes (continued)

The Medium-term notes shall constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuers and rank pari passu and without any preference among themselves and equally with all other unsecured obligations of the Issuers, from time to time outstanding. All sums payable in respect of the Medium-term notes will be unconditionally and irrevocably guaranteed by DBS Trustee Limited, in its capacity as Trustee of MNACT.

Total Medium-term notes outstanding as at 31 March 2021 under the MTN Programme was S\$719,713,000 (2020: S\$730,406,000) consisting of:

Maturity date	Fixed interest rate	Interest payment in arrear	31 March 2021 '000	31 March 2020 '000
(i) 8 September 2021	3.20%	Semi-annually	<b>S\$75,000</b>	S\$75,000
(ii) 9 March 2022	3.43%	Semi-annually	<b>S\$100,000</b>	S\$100,000
(iii) 9 November 2022	3.96%	Semi-annually	<b>S\$100,000</b>	S\$100,000
(iv) 22 March 2023	3.50%	Semi-annually	<b>S\$120,000</b>	S\$120,000
(v) 20 April 2023	3.25%	Semi-annually	<b>HK\$600,000</b>	HK\$600,000
(vi) 20 September 2023	3.00%	Semi-annually	<b>HK\$700,000</b>	HK\$700,000
(vii) 11 March 2027	3.65%	Semi-annually	<b>HK\$580,000</b>	HK\$580,000

### (f) TMK Bonds

The TMK bonds of JPY6,390 million as at 31 March 2021 and 2020 bear floating interest rate of 3 Month JPY Tibor plus spread (0.32% and 0.36%) per annum and mature between 2024 and 2025.

### (g) Undrawn committed borrowing facilities

As at 31 March 2021, the Group had unutilised facilities of S\$378,217,000 (2020: S\$283,218,000) available to meet its future obligations.

## 20. DEFERRED TAX

	2021 S\$'000	Group 2020 S\$'000
Beginning of the financial year	<b>133,160</b>	119,889
Tax charge to profit or loss (Note 7(a))	<b>16,353</b>	15,771
Tax charge/(tax credit) to other comprehensive income (Note 7(c))	<b>2,867</b>	(4,733)
Translation difference on consolidation	<b>(1,631)</b>	2,233
End of the financial year	<b>150,749</b>	133,160

**20. DEFERRED TAX** (continued)

The movement in deferred income tax liabilities prior to offsetting of balances within the same tax jurisdiction is as follows:

	Accelerated tax depreciation S\$'000	Change in fair value of investment properties S\$'000	Change in fair value of derivative financial instruments S\$'000	Unremitted earnings S\$'000	Total S\$'000
<b>Group</b>					
<b>2021</b>					
Beginning of the financial year	70,039	63,611	(3,789)	3,299	133,160
Tax charge to profit or loss (Note 7(a))	19,270	(4,432)	-	1,515	16,353
Tax charge to other comprehensive income (Note 7(c))	-	-	2,867	-	2,867
Translation difference on consolidation	(3,020)	1,556	-	(167)	(1,631)
End of the financial year	86,289	60,735	(922)	4,647	150,749
<b>2020</b>					
Beginning of the financial year	57,501	58,666	944	2,778	119,889
Tax charge to profit or loss (Note 7(a))	10,143	5,402	-	226	15,771
Tax credit to other comprehensive income (Note 7(c))	-	-	(4,733)	-	(4,733)
Translation difference on consolidation	2,395	(457)	-	295	2,233
End of the financial year	70,039	63,611	(3,789)	3,299	133,160

**21. GENERAL RESERVE**

Shanghai Zhan Xiang Real Estate Company Limited, an entity incorporated in China, is required to transfer 10% of its profits after taxation, as determined under the accounting principles and relevant financial regulations of China, to the general reserve until the reserve balance reaches 50% of registered capital. The transfer to this reserve must be made before distribution of dividends to its shareholders. This general reserve can be used to make good previous years' losses, if any, and may be converted to registered capital in proportion to the existing interests of the shareholders, provided that the balance after such conversion is not less than 25% of the registered capital.

**22. HEDGING RESERVE**

	← 2021 →			← 2020 →		
	Interest rate/ exchange risk S\$'000	Interest rate/ foreign exchange risk S\$'000	Total S\$'000	Interest rate/ exchange risk S\$'000	Interest rate/ foreign exchange risk S\$'000	Total S\$'000
Beginning of the financial year	(11,674)	17,838	6,164	(8,422)	3,068	(5,354)
Fair value changes	(11,328)	54,104	42,776	(3,729)	(29,641)	(33,370)
Tax charge (Note 7(c))	726	(3,593)	(2,867)	722	4,011	4,733
Reclassification to profit or loss						
- Finance costs (Note 6)	8,418	(7,756)	662	(237)	(9,785)	(10,022)
- Foreign exchange	-	(46,815)	(46,815)	-	50,185	50,185
Less: Non-controlling interests	(24)	-	(24)	(8)	-	(8)
End of the financial year	(13,882)	13,778	(104)	(11,674)	17,838	6,164

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 22. HEDGING RESERVE (continued)

	2021 Foreign exchange risk S\$'000	MNACT 2020 Foreign exchange risk S\$'000
Beginning of the financial year	(3,824)	246
Fair value changes, net of tax	3,065	(5,665)
Reclassification to profit or loss	821	1,595
End of the financial year	62	(3,824)

### 23. FOREIGN CURRENCY TRANSLATION RESERVE

	2021 S\$'000	Group 2020 S\$'000
Beginning of the financial year	135,892	62,777
Translation differences relating to financial statements of:		
- foreign subsidiaries and quasi-equity loans	(40,161)	75,327
- a foreign joint venture	(2,188)	-
Reclassification to profit or loss	834	(1,939)
Less: Non-controlling interests	311	(273)
End of the financial year	94,688	135,892

The foreign currency translation reserve comprises foreign exchange differences arising from the translation of the financial statements of foreign entities and the translation of foreign currency loans used to hedge or form part of the Group's net investments in foreign entities. The Group's foreign currency translation reserve arises from HKD, RMB, JPY and KRW.

### 24. UNITS IN ISSUE

	Group and MNACT 31 March 2021 '000	2020 '000
Beginning of the financial year	3,342,916	3,173,892
Units issued for		
- settlement of Management fees	21,291	25,925
- Transaction Units	-	123,708
- Distribution Reinvestment Plan	70,130	19,391
End of the financial year	3,434,337	3,342,916

**24. UNITS IN ISSUE** (continued)

The following units were issued during the financial year:

- (i) 21,290,696 (2020: 25,925,151) units, at issue prices ranging from S\$0.76 to S\$0.92 (2020: S\$1.14 to S\$1.42) per unit as payment of Management fees to the Manager and the Property Manager. 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 quarter in which the management fees accrued.
- (ii) 70,129,942 (2020: 19,391,049) units, at issue prices ranging from S\$0.86 to S\$1.14 (2020: S\$1.19) per unit, pursuant to the Distribution Reinvestment Plan ("DRP"). The DRP was introduced on 4 December 2019 whereby the Unitholders are given the option to receive their distribution in units instead of cash or a combination of units and cash.

The following units were issued in the prior financial year:

- (iii) 123,708,135 units, at an issue price of S\$1.17 per unit, in respect of issuance of transaction units (the "Transaction Units") to the Sponsor's Nominee for the acquisition of the Japan Properties.

Each unit in MNACT represents an undivided interest in MNACT. 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 MNACT by receiving a share of all net cash proceeds derived from the realisation of the assets of MNACT less any liabilities, in accordance with their proportionate interests in MNACT. However, a Unitholder does not have the right to require that any assets (or part thereof) of MNACT be transferred to him; and
- Attend all Unitholders' meetings. The Trustee or the Manager (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 issued units of MNACT) may 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 MNACT 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 MNACT. 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 MNACT exceed its assets.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 25. CAPITAL COMMITMENTS

Development expenditures contracted for at the reporting date but not recognised in the financial statements amounted to S\$13,758,604 (2020: S\$1,062,000).

### 26. FINANCIAL RISK MANAGEMENT

#### Financial risk factors

The Group's activities expose it to market risk (including currency risk and interest rate risk), credit risk and liquidity risk in the normal course of its business. The Group's overall risk management strategy seeks to minimise adverse effects from the unpredictability of financial markets on the Group's financial performance. The Group uses financial instruments such as currency forwards, interest rate swaps, cross currency interest rate swaps, and foreign currency borrowings to hedge certain financial risk exposures.

The Board of Directors ("BOD") of the Manager is responsible for setting the objectives and underlying principles of financial risk management for the Group. This is supported by comprehensive internal processes and procedures which are formalised in the Manager's organisational and reporting structure, operating manuals and delegation of authority guidelines.

#### (a) Market risk

##### (i) Currency risk

The Manager's investment strategy includes investing in the North Asia region. In order to manage the currency risk involved in investing in assets outside Singapore, the Manager adopts strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the investment asset as a natural currency hedge;
- the use of cross currency interest rate swaps to swap a portion of borrowings and interest in another currency into the currency of the investment asset to reduce the underlying currency exposure on the borrowings and interest; and
- entering into currency forward contracts to hedge the foreign currency income receivable from the offshore assets, back into Singapore Dollars.

**26. FINANCIAL RISK MANAGEMENT** (continued)**Financial risk factors** (continued)**(a) Market risk** (continued)**(i) Currency risk** (continued)

The Group's currency exposure is as follows:

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	KRW S\$'000	Total S\$'000
<b>Group</b>							
<b>31 March 2021</b>							
<b>Financial assets</b>							
Cash and bank balances	85,745	14,332	84,560	67,460	101	-	252,198
Trade and other receivables and other current assets <sup>1</sup>	1,855	5,001	4,480	3,311	-	-	14,647
Derivative financial instruments	1,404	8,092	-	14,534	-	-	24,030
	<u>89,004</u>	<u>27,425</u>	<u>89,040</u>	<u>85,305</u>	<u>101</u>	<u>-</u>	<u>290,875</u>
<b>Financial liabilities</b>							
Trade and other payables	(13,436)	(100,321)	(45,066)	(68,924)	(174)	-	(227,921)
Lease liabilities	-	(62)	-	-	-	-	(62)
Derivative financial instruments	(1,342)	(19,364)	-	(5,054)	-	-	(25,760)
Borrowings	(804,000)	(1,624,453)	(35,365)	(700,230)	(107,205)	-	(3,271,253)
	<u>(818,778)</u>	<u>(1,744,200)</u>	<u>(80,431)</u>	<u>(774,208)</u>	<u>(107,379)</u>	<u>-</u>	<u>(3,524,996)</u>
<b>Net financial assets/ (liabilities)</b>	<b>(729,774)</b>	<b>(1,716,775)</b>	<b>8,609</b>	<b>(688,903)</b>	<b>(107,278)</b>	<b>-</b>	<b>(3,234,121)</b>
Less: Net financial (assets)/ liabilities denominated in the respective entities' functional currencies	37,988	1,616,920	(4,683)	689,119	-	-	-
Currency forwards	-	(52,875)	(30,762)	(21,985)	-	(1,901)	-
Cross currency interest rate swaps <sup>#</sup>	692,000	100,178	-	-	107,205	-	-
<b>Net currency exposure</b>	<b>214</b>	<b>(52,552)*</b>	<b>(26,836)*</b>	<b>(21,769)*</b>	<b>(73)</b>	<b>(1,901)*</b>	

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 26. FINANCIAL RISK MANAGEMENT (continued)

### Financial risk factors (continued)

#### (a) Market risk (continued)

##### (i) Currency risk (continued)

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	Total S\$'000
<b>Group</b>						
<b>31 March 2020</b>						
<b>Financial assets</b>						
Cash and bank balances	45,250	20,876	76,570	63,544	1,558	207,798
Trade and other receivables and other current assets <sup>1</sup>	591	5,603	2,778	8,745	6	17,723
Derivative financial instruments	128	1,153	-	6,376	-	7,657
	45,969	27,632	79,348	78,665	1,564	233,178
<b>Financial liabilities</b>						
Trade and other payables	(41,766)	(106,174)	(39,680)	(72,034)	(197)	(259,851)
Lease liabilities	-	(141)	-	-	-	(141)
Derivative financial instruments	(3,952)	(30,483)	-	(22,275)	-	(56,710)
Borrowings	(692,000)	(1,765,018)	(34,973)	(769,426)	(110,891)	(3,372,308)
	(737,718)	(1,901,816)	(74,653)	(863,735)	(111,088)	(3,689,010)
<b>Net financial assets/(liabilities)</b>	(691,749)	(1,874,184)	4,695	(785,070)	(109,524)	(3,455,832)
Less: Net financial (assets)/liabilities denominated in the respective entities' functional currencies	(272)	1,771,102	1,695	785,072	-	-
Currency forwards	-	(51,523)	(34,172)	(27,066)	-	-
Cross currency interest rate swaps <sup>#</sup>	692,000	103,478	-	-	110,895	-
<b>Net currency exposure</b>	(21)	(51,127)*	(27,782)*	(27,064)*	1,371	-

<sup>1</sup> Excludes prepayments.

**26. FINANCIAL RISK MANAGEMENT** (continued)**Financial risk factors** (continued)**(a) Market risk** (continued)**(i) Currency risk** (continued)

MNACT's currency exposure is as follows:

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	KRW S\$'000	Total S\$'000
<b>MNACT</b>							
<b>31 March 2021</b>							
<b>Financial assets</b>							
Cash and bank balances	83,081	85	3,926	-	-	-	87,092
Trade and other receivables	7,603	506	-	-	620	-	8,729
Derivative financial instruments	1,404	-	-	-	-	-	1,404
	92,088	591	3,926	-	620	-	97,225
<b>Financial liabilities</b>							
Trade and other payables	(16,069)	-	-	-	-	-	(16,069)
Derivative financial instruments	(1,342)	-	-	-	-	-	(1,342)
	(17,411)	-	-	-	-	-	(17,411)
<b>Net financial assets</b>	74,677	591	3,926	-	620	-	79,812
Less: Net financial assets denominated in MNACT's functional currency	(74,677)	-	-	-	-	-	-
Add: Highly probable forecast transactions	-	52,875	30,762	21,985	-	1,901	
Less: Currency forwards	-	(52,875)	(30,762)	(21,985)	-	(1,901)	
<b>Net currency exposure</b>	-	591	3,926	-	620	-	

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 26. FINANCIAL RISK MANAGEMENT (continued)

### Financial risk factors (continued)

#### (a) Market risk (continued)

##### (i) Currency risk (continued)

	SGD S\$'000	HKD S\$'000	RMB S\$'000	JPY S\$'000	USD S\$'000	Total S\$'000
<b>MNACT</b>						
<b>31 March 2020</b>						
<b>Financial assets</b>						
Cash and bank balances	45,174	88	6,389	1	1,557	53,209
Trade and other receivables	5,896	522	-	-	641	7,059
Derivative financial instruments	128	-	-	-	-	128
	51,198	610	6,389	1	2,198	60,396
<b>Financial liabilities</b>						
Trade and other payables	(41,306)	-	-	-	-	(41,306)
Derivative financial instruments	(3,952)	-	-	-	-	(3,952)
	(45,258)	-	-	-	-	(45,258)
<b>Net financial assets</b>	5,940	610	6,389	1	2,198	15,138
Less: Net financial assets denominated in MNACT's functional currency	(5,940)	-	-	-	-	-
Add: Highly probable forecast transactions	-	51,523	34,172	27,066	-	-
Less: Currency forwards	-	(51,523)	(34,172)	(27,066)	-	-
<b>Net currency exposure</b>	-	610	6,389	1	2,198	-

\* At 31 March 2021, the Group had cross currency interest rate swaps to swap S\$395.0 million (2020: S\$395.0 million) Medium-term notes to HK\$2,270.0 million (2020: HK\$2,270.0 million), and US\$80.0 million (2020: US\$80.0 million) bank loan to HK\$623.3 million (2020: HK\$623.2 million), S\$297.0 million (2020: S\$297.0 million) bank loan to JPY 24,126.0 million (2020: JPY 24,126.0 million) and HK\$580.0 million (2020: HK\$580.0 million) Medium-term note to JPY8,281.8 million (2020: JPY8,281.8 million).

\* Net currency exposure of S\$52.6 million, S\$26.8 million, S\$21.8 million and S\$1.9 million (2020: S\$51.1 million, S\$27.8 million, S\$27.1 million and Nil) for HKD, RMB and JPY (subsidiaries) and KRW (joint venture) respectively mainly relates to currency forward contracts entered into to hedge future foreign currency income receivable in FY2021/2022 (2020: FY2020/2021), back into SGD.

**26. FINANCIAL RISK MANAGEMENT** (continued)**Financial risk factors** (continued)**(a) Market risk** (continued)**(i) Currency risk** (continued)

The Group's main foreign currency exposure is in HKD, RMB, JPY and KRW. If the HKD, RMB, JPY and KRW change against the SGD by 5% (2020: 5%) with all other variables including tax being held constant, the effects on profit after tax and Unitholders' funds for the year arising from the net financial asset/liability position will be as follows:

	Group Increase/(decrease)	
	2021 S\$'000	2020 S\$'000
HKD against SGD		
- strengthened	(2,627)	(2,556)
- weakened	2,627	2,556
RMB against SGD		
- strengthened	(1,342)	(1,389)
- weakened	1,342	1,389
JPY against SGD		
- strengthened	(1,088)	(1,353)
- weakened	1,088	1,353
KRW against SGD		
- strengthened	(95)	-
- weakened	95	-

As at 31 March 2021 and 2020, MNACT's foreign currency exposure mainly relates to its cash and bank balances denominated in RMB. If the RMB change against the SGD by 5% with all other variables including tax being held constant, the effects on profit after tax and Unitholders' funds for the year arising from the net financial asset/liability position will be S\$196,000 (2020: S\$319,000).

**(ii) Cash flow and fair value interest rate risk**

The Group's exposure to changes in interest rates relates primarily to interest-earning financial assets and interest-bearing financial liabilities. 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. The Group has no significant interest-bearing assets.

The Group's policy is to maintain at least 50% of its borrowings in fixed-rate instruments. The Group's exposure to cash flow interest rate risks arises mainly from variable-rate borrowings. The Manager manages these cash flow interest rate risks using floating-to-fixed interest rate swaps and cross currency interest rate swaps.

A change of 50 basis point ("bps") in interest rates at the reporting date would have increased/(decreased) profit after tax and Unitholders' funds by the amounts shown below. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 26. FINANCIAL RISK MANAGEMENT (continued)

#### Financial risk factors (continued)

#### (a) Market risk (continued)

#### (ii) Cash flow and fair value interest rate risk (continued)

	Profit after tax		Unitholders' fund (including hedging reserve)	
	50bps increase S\$'000	50bps (decrease) S\$'000	50bps increase S\$'000	50bps (decrease) S\$'000
<b>Group</b>				
<b>2021</b>				
Interest rate swap	-	-	17,033	(17,033)
Unhedged variable rate instruments	(3,332)	3,332	(3,332)	3,332
Cash flow sensitivity (net)	(3,332)	3,332	13,701	(13,701)
<b>2020</b>				
Interest rate swap	-	-	20,669	(20,669)
Unhedged variable rate instruments	(3,140)	3,140	(3,140)	3,140
Cash flow sensitivity (net)	(3,140)	3,140	17,529	(17,529)

#### (b) Credit risk

Credit risk is the potential financial loss resulting from the failure of a customer or counterparty to settle its financial and contractual obligations to the Group, as and when they fall due.

The Manager has established credit limits for customers and monitors their balances on an ongoing basis. Credit evaluations are performed by the Manager before lease agreements are entered into with customers. The risk is also mitigated due to customers placing security deposits or furnishing bankers guarantees for lease rentals. Cash and short-term bank deposits are placed with financial institutions which are regulated.

At the reporting date, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset in the Statements of Financial Position.

The Group's and MNACT's major classes of financial assets are cash and bank balances and trade and other receivables.

Information on trade receivables provided to management are as follows:

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
<b>By geographical areas</b>				
Singapore	1,840	390	1,840	390
Hong Kong SAR	712	698	-	-
China	797	804	-	-
Japan	-	-	-	-
	<b>3,349</b>	<b>1,892</b>	<b>1,840</b>	<b>390</b>

**26. FINANCIAL RISK MANAGEMENT** (continued)**Financial risk factors** (continued)**(b) Credit risk** (continued)**(i) Financial assets that are neither past due nor impaired**

Bank deposits that are neither past due nor impaired are mainly deposits with banks which are regulated and with high credit-ratings assigned by international credit-rating agencies. Trade and other receivables that are neither past due nor impaired are substantially from 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:

	<b>Group</b>		<b>MNACT</b>	
	<b>2021</b>	<b>2020</b>	<b>2021</b>	<b>2020</b>
	<b>S\$'000</b>	<b>S\$'000</b>	<b>S\$'000</b>	<b>S\$'000</b>
Past due 0 to 3 months	<b>478</b>	1,047	-	-
Past due 3 to 6 months	<b>178</b>	65	-	-
Past due over 6 months	<b>227</b>	2	-	-
	<b>883</b>	1,114	-	-

Management assessed that no allowance for impairment is required in respect of trade receivables in the view of the Group's credit management policy, where the outstanding account receivables balances can be offset by tenancy deposits in the event of default. Hence, the credit losses for the Group is not expected to be significant.

There were no allowances for impairment provided based on the collection trend in the last two financial years. MNACT will monitor the current approach of recognising impairment allowances based on lifetime expected losses i.e. credit loss expected over the life of the receivables and adjusted for current and forward-looking estimates.

As at 31 March 2021 and 2020, the Group and MNACT had no trade receivables which it determined to be impaired and there are no allowances for impairment provided for.

**(c) Liquidity risk**

The Manager monitors and maintains a sufficient level of cash, bank balances and adequate committed credit facilities, as part of the Manager's prudent liquidity risk management. As at 31 March 2021, the Group had a net current liabilities of S\$94,163,000 (2020: S\$313,761,000) which is mainly due to borrowings maturing by March 2022 (2020: March 2021). As at 31 March 2021, the Group has undrawn but committed borrowing facilities of S\$378,217,000 (2020: S\$283,218,000) and an untapped balance of S\$1,290,466,000 (2020: S\$1,250,749,000) from the MTN Programme to meet operational expenses, refinance borrowings and for the servicing of financial obligations as and when they fall due.

The Manager also monitors and observes the CCIS issued by the MAS concerning the leverage limit as well as bank covenants imposed by the banks on the various borrowings.

# NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

## 26. FINANCIAL RISK MANAGEMENT (continued)

### Financial risk factors (continued)

#### (c) Liquidity risk (continued)

The table below analyses the maturity profile of the Group's and MNACT's financial liabilities (including derivative financial liabilities) based on contractual undiscounted cash flows.

	Less than 1 year S\$'000	Between 1 and 2 years S\$'000	Between 2 and 5 years S\$'000	Over 5 years S\$'000
<b>Group</b>				
<b>31 March 2021</b>				
Derivative financial instruments:				
Net-settled interest rate swaps				
- Net payments	(8,816)	(5,369)	(2,194)	-
Gross-settled cross currency interest rate swaps				
- Receipts	2,416	1,364	2,641	-
- Payments	(3,929)	(2,673)	(5,177)	-
Gross-settled currency forwards				
- Receipts	63,225	-	-	-
- Payments	(64,567)	-	-	-
Trade and other payables	(122,060)	(41,467)	(62,760)	(1,634)
Lease liabilities	(62)	-	-	-
Borrowings	(264,552)	(611,610)	(2,342,939)	(224,961)
	<b>(398,345)</b>	<b>(659,755)</b>	<b>(2,410,429)</b>	<b>(226,595)</b>
<b>31 March 2020</b>				
Derivative financial instruments:				
Net-settled interest rate swaps				
- Net payments	(2,346)	(1,598)	(3,677)	(100)
Gross-settled cross currency interest rate swaps				
- Receipts	24,322	22,774	22,963	-
- Payments	(18,257)	(16,402)	(16,241)	-
Gross-settled currency forwards				
- Receipts	102,488	-	-	-
- Payments	(106,440)	-	-	-
Trade and other payables	(149,957)	(21,783)	(77,534)	(10,577)
Lease liabilities	(77)	(64)	-	-
Borrowings	(429,912)	(475,511)	(2,305,594)	(414,474)
	<b>(580,179)</b>	<b>(492,584)</b>	<b>(2,380,083)</b>	<b>(425,151)</b>
<b>MNACT</b>				
<b>31 March 2021</b>				
Derivative financial instruments:				
Gross-settled currency forwards				
- Receipts	63,225	-	-	-
- Payments	(64,567)	-	-	-
Trade and other payables	(16,069)	-	-	-
	<b>(17,411)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>31 March 2020</b>				
Derivative financial instruments:				
Gross-settled currency forwards				
- Receipts	102,488	-	-	-
- Payments	(106,440)	-	-	-
Trade and other payables	(41,306)	-	-	-
	<b>(45,258)</b>	<b>-</b>	<b>-</b>	<b>-</b>

**26. FINANCIAL RISK MANAGEMENT** (continued)**Financial risk factors** (continued)**(d) Capital management**

The primary objective of the Manager's capital management is to ensure the Group maintains an optimal capital structure within the borrowing limit set out in the CCIS issued by the MAS. The Manager seeks to maintain an optimal capital structure to balance the cost of capital and the returns to Unitholders. There were no changes to the Manager's approach to capital management during the financial year.

The Group is subject to the aggregate leverage limit as defined in Appendix 6 of the CCIS ("Property Funds Appendix"). The Property Funds Appendix stipulates that the total borrowings and deferred payments (collectively, the "Aggregate Leverage") of a property fund should not exceed 50.0% (2020: 45.0%) of the fund's deposited property. The Group has complied with the Aggregate Leverage requirement for the financial years ended 31 March 2021 and 2020.

The aggregate leverage ratio is calculated as total borrowings divided by total assets, including the Group's proportionate share of its joint venture's borrowings and deposited property value.

	2021 S\$'000	Group 2020 S\$'000
Total borrowings*	<b>3,418,406</b>	3,360,525
Total assets*	<b>8,236,402</b>	8,560,659
Aggregate leverage ratio	<b>41.5%</b>	39.3%
Percentage of the Group's total borrowings (Note 19) to the Group's net asset value	<b>74.6%</b>	71.4%

\* Excludes share attributable to non-controlling interests, and includes the Group's proportionate share of joint venture's borrowings and deposited property value.

The Group and MNACT are in compliance with the borrowing limit requirement imposed by the CCIS and all externally imposed capital requirements for the financial years ended 31 March 2021 and 2020.

**(e) Fair value measurements**

The following table presents derivative financial instruments measured and carried at fair value at reporting dates and classified by level of the following fair value measurement hierarchy:

- (i) Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- (ii) 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
- (iii) Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

	2021 S\$'000	Group 2020 S\$'000	2021 S\$'000	MNACT 2020 S\$'000
<b>Level 2</b>				
<b>Assets</b>				
Derivative financial instruments	<b>24,030</b>	7,657	<b>1,404</b>	128
<b>Liabilities</b>				
Derivative financial instruments	<b>(25,760)</b>	(56,710)	<b>(1,342)</b>	(3,952)

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 26. FINANCIAL RISK MANAGEMENT (continued)

#### Financial risk factors (continued)

#### (e) Fair value measurements (continued)

The fair values of derivative financial instruments that are not traded in an active market (for example, over-the-counter derivatives) are determined by using valuation techniques. The fair values of currency forwards are determined using banks' quoted forward rates and foreign exchange spot rates at the reporting date. The fair values of interest rate swaps and cross currency interest rate swaps are calculated as the present value of the estimated future cash flows, using assumptions based on market conditions existing at the reporting date.

The carrying value of cash and bank balances, trade and other receivables, other current assets and trade and other payables approximate their fair values. 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 non-current fixed rate borrowings as disclosed in Note 19(d).

#### (f) Categories of financial assets and financial liabilities

The following table sets out the different categories of financial instruments as at the reporting date:

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Financial derivative assets at fair value through profit or loss	24,030	7,657	1,404	128
Financial derivative liabilities at fair value through profit or loss	(25,760)	(56,710)	(1,342)	(3,952)
Financial assets at amortised cost <sup>1</sup>	266,845	225,521	95,821	60,268
Financial liabilities at amortised cost	(3,499,236)	(3,632,300)	(16,069)	(41,306)

<sup>1</sup> Excludes prepayments.

### 27. PARENT AND ULTIMATE PARENT

For financial reporting purposes under SFRS(I) 10 *Consolidated Financial Statements*, the Group is regarded as a subsidiary of Mapletree Investments Pte Ltd, incorporated in Singapore. The ultimate parent is Temasek Holdings (Private) Limited, incorporated in Singapore.

### 28. SIGNIFICANT RELATED PARTY TRANSACTIONS

For the purposes 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 subject to common significant influence. Related parties may be individuals or other entities. The Manager and the Property Manager are indirect wholly-owned subsidiaries of the parent.

**28. SIGNIFICANT RELATED PARTY TRANSACTIONS** (continued)

During the financial year, other than those disclosed elsewhere in the financial statements, the following significant related party transactions took place at terms agreed between the parties as follows:

	Group		MNACT	
	2021 S\$'000	2020 S\$'000	2021 S\$'000	2020 S\$'000
Manager's management fees paid/payable	15,847	19,761	15,847	19,761
Japan asset management fee	5,744	3,456	-	-
Property Manager's management fees paid/payable	14,122	13,153	-	-
Acquisition fees waived by the Manager	-	3,523	-	3,523
Lease rental received/receivable	23,941	20,687	-	-
Project management fee paid/payable	945	58	-	-
Property management cost reimbursements	9,493	10,311	-	-
Interest expense and financing fees paid/payable	9,134	10,282	-	-
Transaction Units issued	-	144,776	-	144,776
Reimbursement of bank guarantees and due diligence consultant costs for the acquisition of TPG	289	-	-	-
Acquisition fees paid	2,729	-	-	-

**29. SEGMENT INFORMATION**

The Group has determined the operating segments based on the reports reviewed by Management that are used to make strategic decisions. Management comprises the Chief Executive Officer and the Chief Financial Officer.

Management considers the business from a geographic segment perspective. Geographically, Management manages and monitors the business in North Asia, primarily China, Hong Kong SAR, Japan and South Korea. The Group is in the business of investing, directly or indirectly, in a diversified portfolio of income-producing real estate in the North Asia region which is used primarily for commercial purposes (including real estate used predominantly for retail and/or office purposes), as well as other real estate-related assets.

Management assesses the performance of the geographic segments based on a measure of its net property income and profit before interest income, finance costs and change in fair value of investment properties and financial derivatives as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries.

Manager management fees, trustee fees, other trust expenses are allocated based on the total asset of the respective geographic segments. Interest income and finance costs are not allocated to segments, as the treasury activities are centrally managed by the Group.

The Group provides a single product/service - commercial business.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 29. SEGMENT INFORMATION (continued)

The segment information provided to Management for the reportable segments for the financial year ended 31 March 2021 is as follows:

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	South Korea S\$'000	Others* S\$'000	Total S\$'000
Gross revenue	185,164	104,948	101,303	-	-	391,415
<b>Net property income</b>	<b>138,748</b>	<b>86,966</b>	<b>66,326</b>	<b>-</b>	<b>-</b>	<b>292,040</b>
<b>Profit before interest income, finance cost and net change in fair value of investment properties and financial derivatives</b>	<b>177,742</b>	<b>75,628</b>	<b>61,850</b>	<b>3,535</b>	<b>(242)</b>	<b>318,513</b>
Interest income						2,050
Finance cost						(71,595)
Net change in fair value of investment properties	(428,673)	(78,783)	26,499	-	-	(480,957)
Net change in fair value of financial derivatives						3,886
<b>Loss before income tax</b>						<b>(228,103)</b>
Income tax expense						(36,459)
<b>Loss after income tax</b>						<b>(264,562)</b>
<b>Other Segment items</b>						
Other non-operating income - interim insurance proceeds	46,393	-	-	-	-	46,393
Share of profit of a joint venture	-	-	-	3,428	-	3,428
Capital expenditure						
- Investment properties®	12,111	(380)	8,012	-	-	19,743
- Plant and equipment	957	-	-	-	-	957
	<b>13,068</b>	<b>(380)</b>	<b>8,012</b>	<b>-</b>	<b>-</b>	<b>20,700</b>
Segment assets						
- Investment properties#	4,520,082	1,835,168	1,318,800	-	-	7,674,050
- Investment in a joint venture	-	-	-	116,562	-	116,562
- Other segment assets	23,980	86,743	71,747	2,528	89,033	274,031
	<b>4,544,062</b>	<b>1,921,911</b>	<b>1,390,547</b>	<b>119,090</b>	<b>89,033</b>	<b>8,064,643</b>
Derivative financial instruments						24,030
<b>Consolidated total assets</b>						<b>8,088,673</b>
Segment liabilities						
- Trade and other payables	100,495	45,072	68,924	684	12,746	227,921
- Lease liabilities	62	-	-	-	-	62
- Current income tax liabilities						27,805
- Deferred tax liabilities						150,749
						<b>406,537</b>
Borrowings and Derivative financial instruments						3,297,013
<b>Consolidated total liabilities</b>						<b>3,703,550</b>

**29. SEGMENT INFORMATION** (continued)

The segment information provided to Management for the reportable segments for the financial year ended 31 March 2020 is as follows:

	Hong Kong SAR S\$'000	China S\$'000	Japan S\$'000	Others* S\$'000	Total S\$'000
Gross revenue	195,091	106,417	52,970	-	354,478
<b>Net property income</b>	148,967	88,583	39,937	-	277,487
<b>Profit before interest income, finance cost and net change in fair value of investment properties and financial derivatives</b>	142,122	78,117	36,476	(234)	256,481
Interest income					2,114
Finance cost					(74,901)
Net change in fair value of investment properties	(46,526)	14,536	14,084	-	(17,906)
Net change in fair value of financial derivatives					(4,070)
<b>Profit before income tax</b>					161,718
Income tax expense					(37,452)
<b>Profit after income tax</b>					124,266
<b>Other Segment items</b>					
Capital expenditure					
- Investment properties <sup>®</sup>	8,202	13	4,588	-	12,803
- Plant and equipment	1,694	-	-	-	1,694
	9,896	13	4,588	-	14,497
Segment assets					
- Investment properties <sup>#</sup>	5,090,037	1,851,875	1,405,320	-	8,347,232
- Other segment assets	31,231	73,765	72,999	53,790	231,785
	5,121,268	1,925,640	1,478,319	53,790	8,579,017
Derivative financial instruments					7,657
<b>Consolidated total assets</b>					8,586,674
Segment liabilities					
- Trade and other payables	106,370	39,681	72,033	41,767	259,851
- Lease liabilities	141	-	-	-	141
- Current income tax liabilities					33,874
- Deferred tax liabilities					133,160
					427,026
Borrowings and Derivative financial instruments					3,429,018
<b>Consolidated total liabilities</b>					3,856,044

\* Others segment comprises MNACT and a subsidiary, which are not reportable segments individually.

<sup>#</sup> Investment properties contribute significantly to total non-current assets.

<sup>®</sup> Included in additions are capitalised expenditure and amortisation of capitalised expenditure during the financial year.

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2021

### 30. FINANCIAL RATIOS

	2021 %	Group 2020 %
Ratio of expenses to weighted average net assets <sup>1</sup>		
- including performance component of Manager's management fees	<b>0.54</b>	0.57
- excluding performance component of Manager's management fees	<b>0.54</b>	0.57
Ratio of total operating expenses to net asset value <sup>2</sup>	<b>2.84</b>	2.18
Portfolio turnover ratio <sup>3</sup>	-	-

<sup>1</sup> The ratios are computed in accordance with the guidelines of Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group, excluding property expenses, finance costs, foreign exchange gain/(loss) and income tax expenses.

<sup>2</sup> The ratio is computed based on the total property expenses, which include fees and charges paid/payable to interested persons, Manager's management fees, trustee's fee and other trust expenses amounting to S\$124,350,000 (2020: S\$103,107,000) for the financial year and as a percentage of net asset value at the reporting date.

<sup>3</sup> In accordance with the formulae stated in the CCIS, the ratio reflects the number of times per year that a dollar of assets is reinvested. The 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.

### 31. EVENTS OCCURRING AFTER REPORTING DATE

#### Distributions payable

	cents per unit	S\$'000
Distribution for the period 1 October 2020 to 31 March 2021 announced on 22 April 2021 payable on 21 June 2021	<b>3.299</b>	<b>113,318</b>

### 32. NEW OR AMENDED ACCOUNTING STANDARDS AND INTERPRETATIONS EFFECTIVE FOR FUTURE FINANCIAL PERIODS

Several new or amended standards and interpretations to existing standards are effective for annual periods beginning on or after 1 April 2021, and have not been applied in the preparation of the Group financial statements for the financial year ended 31 March 2021.

The new or amended standards and interpretations which are relevant for the Group are listed below, and the Group plans to adopt these standards and interpretations on the required effective date. These standards are not expected to have any significant effect on the financial statements of the Group.

SFRS(I)	Title	Effective date (annual periods beginning on or after)
Amendments to SFRS(I) 9, SFRS(I) 1-39 and SFRS(I) 7	Interest Rate Benchmark Reform (Phase 2)	1 April 2021
Amendments to SFRS(I) 1-1	Classification of Liabilities as Current or Non-current	1 April 2023

### 32. NEW OR AMENDED ACCOUNTING STANDARDS AND INTERPRETATIONS EFFECTIVE FOR FUTURE FINANCIAL PERIODS (continued)

#### **Amendments to SFRS(I) 1-1 *Classification of Liabilities as Current or Non-current***

The narrow-scope amendments to SFRS(I) 1-1 Presentation of Financial Statements clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. Classification is unaffected by the expectations of the entity or events after the reporting date (e.g. the receipt of a waiver or a breach of covenant). The amendments also clarify what SFRS(I) 1-1 means when it refers to the 'settlement' of a liability.

The amendments could affect the classification of liabilities, particularly for entities that previously considered management's intentions to determine classification and for some liabilities that can be converted into equity.

The Group does not expect any significant impact arising from applying these amendments.

#### **Amendments to SFRS(I) 9, SFRS(I) 1-39 and SFRS(I) 7 *Interest Rate Benchmark Reform (Phase 2)***

The Phase 2 amendments to SFRS(I) 9, SFRS(I) 1-39, SFRS(I) 7 and SFRS(I) 16 are applicable for periods beginning on or after 1 January 2021 ("Phase 2 amendments"). The Phase 2 amendments provide further reliefs for hedge accounting as well as practical expedients for modifications of debts instruments and lease liabilities for lessees with Interbank Offer Rates ("IBOR") based terms. The Group has not early adopted the Phase 2 amendments.

Management is currently assessing the impact of the Phase 2 amendments on the Group.

### 33. AUTHORISATION OF THE FINANCIAL STATEMENTS

The financial statements were authorised for issue by the Manager and the Trustee on 18 May 2021.

## ISSUERS

**DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)**

12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

**MPACT Treasury Company Pte. Ltd.**

10 Pasir Panjang Road #13-01 Mapletree  
Business City, Singapore 117438

**Mapletree North Asia Commercial Trust  
Treasury Company (S) Pte. Ltd.**

10 Pasir Panjang Road #13-01 Mapletree  
Business City, Singapore 117438

**Mapletree North Asia Commercial Treasury  
Company (HKSAR) Limited**

Suites 2001-2,  
20/F Great Eagle Centre  
23 Harbour Road Wanchai  
Hong Kong

## GUARANTOR

**DBS Trustee Limited (in its capacity as trustee of Mapletree Pan Asia Commercial Trust)**

12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

## MPACT MANAGER

**MPACT Management Ltd.**

10 Pasir Panjang Road #13-01 Mapletree Business City  
Singapore 117438

## DEALERS

**DBS Bank Ltd.**

12 Marina Boulevard, Level 42  
Marina Bay Financial Centre Tower 3  
Singapore 018982

**Oversea-Chinese Banking  
Corporation Limited**

63 Chulia Street #03-05 OCBC Centre East  
Singapore 049514

**CIMB Bank Berhad, Singapore Branch**

30 Raffles Place #04-01  
Singapore 048622

**The Hongkong and Shanghai Banking  
Corporation Limited, Singapore Branch**

10 Marina Boulevard  
Marina Bay Financial Centre Tower 2, #45-01  
Singapore 018983

**Mizuho Securities Asia Limited**

14-15/F., K11 Atelier  
18 Salisbury Road  
Tsim Sha Tsui, Kowloon  
Hong Kong

**United Overseas Bank Limited**

80 Raffles Place, #03-01  
UOB Plaza 1  
Singapore 048624

**TRUSTEE**

**HSBC Institutional Trust Services  
(Singapore) Limited**  
10 Marina Boulevard  
Marina Bay Financial Centre Tower 2 #46-01  
Singapore 018983

**PRINCIPAL PAYING AGENT, REGISTRAR  
AND TRANSFER AGENT**

**The Hongkong and Shanghai Banking  
Corporation Limited**  
Level 24, HSBC Main Building  
1 Queen's Road Central  
Central  
Hong Kong

**CDP PAYING AGENT**

**The Hongkong and Shanghai Banking  
Corporation Limited, Singapore Branch**  
10 Marina Boulevard  
Marina Bay Financial Centre Tower 2 #46-01  
Singapore 018983

**LEGAL ADVISERS**

***To the Issuers and Guarantor as to  
Singapore law***

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

***To the Issuers and Guarantor as to  
Hong Kong law***

**Paul Hastings**  
22/F Bank of China Tower  
1 Garden Road, Central  
Hong Kong

***To the Arrangers and Dealers as to English law***

**Allen & Overy LLP**  
50 Collyer Quay #09-01 OUE Bayfront  
Singapore 049321

***To the Trustee as to English Law***

**Allen & Overy LLP**  
50 Collyer Quay #09-01 OUE Bayfront  
Singapore 049321

**AUDITOR**

**PricewaterhouseCoopers LLP**  
7 Straits View, Level 12  
Marina One East Tower  
Singapore 018936