

## IMPORTANT NOTICE

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

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

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF NOTES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR, IN RESPECT OF ANY OFFERING OF NOTES 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 TO PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT.

THE FOLLOWING INFORMATION MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS OR, IN RESPECT OF ANY OFFERING OF NOTES UNDER CATEGORY 2 OF REGULATION S OF THE SECURITIES ACT, TO ANY U.S. PERSON. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. **IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE NOTES DESCRIBED IN THE ATTACHED DOCUMENT.**

**Confirmation of your Representation:** In respect of any offering of notes under Category 2 of Regulation S of the Securities Act, in order to be eligible to view this information memorandum or make an investment decision with respect to the notes, investors must not be U.S. persons (within the meaning of Regulation S under the Securities Act). This information memorandum is being sent at your request and by accepting the e-mail and accessing this information memorandum, you shall be deemed to have represented to us that (1) the electronic mail address that you gave us and to which this e-mail has been delivered or being accessed is not located in the United States, and, in respect of any offering of notes under Category 2 of Regulation S of the Securities Act, 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 notes described in the attached document, you will be doing so pursuant to Regulation S under the Securities Act and (2) you consent to delivery of such information memorandum and any amendments and supplements thereto by electronic transmission.

You are reminded that this information memorandum has been delivered to you on the basis that you are a person into whose possession the attached information memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the attached information memorandum 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 underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such underwriter or such affiliate on behalf of CMT MTN Pte. Ltd. in such jurisdiction.

The following information memorandum 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 CMT MTN Pte. Ltd., HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CapitaLand Mall Trust), Standard Chartered Bank or any other dealers appointed by CMT MTN Pte. Ltd. or any person who controls any of them or any director, officer, employee or agent of any of them or affiliate of any of them accepts any liability or responsibility whatsoever in respect of any difference between the information memorandum distributed to you in electronic format and the hard copy version available to you on request from CMT MTN Pte. Ltd., Standard Chartered Bank or any other dealers appointed by CMT MTN Pte. Ltd.

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.

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



**CMT MTN PTE. LTD.**

**Company Registration Number: 200701276D**  
**(incorporated in Singapore with limited liability)**

**S\$3,500,000,000**

**Multicurrency Medium Term Note Programme**  
**unconditionally and irrevocably guaranteed by**  
**HSBC Institutional Trust Services (Singapore) Limited**  
**(in its capacity as trustee of CapitaLand Mall Trust)**

*On 16 April 2007, CMT MTN Pte. Ltd. (the "Issuer") established a Multicurrency Medium Term Note Programme (the "MTN Programme", as amended, supplemented or restated) with an original programme limit of S\$1,000,000,000 and prepared an Information Memorandum dated 16 April 2007. Subsequently, on 29 December 2009 and on 20 March 2017, the size of the MTN Programme was increased to S\$2,500,000,000 and S\$3,500,000,000 in accordance with the terms of the MTN Programme, respectively. The Issuer updated and issued a second Information Memorandum dated 30 March 2012, a third Information Memorandum dated 3 April 2013, a fourth Information Memorandum dated 28 March 2014, a fifth Information Memorandum dated 27 March 2015, a sixth Information Memorandum dated 29 March 2016 and a seventh Information Memorandum dated 20 March 2017, respectively. This Information Memorandum updates the previous MTN Programme and supersedes any previous Information Memorandums describing the MTN Programme. Any Notes (as defined below) issued under the MTN Programme on or after the date of this Information Memorandum are issued subject to the provisions described herein. This does not affect any Notes issued before the date of this Information Memorandum.*

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

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

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

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

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

All sums payable in respect of the Notes are unconditionally and irrevocably guaranteed by HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CapitaLand Mall Trust ("CMT")) (the "Guarantor" or the "CMT Trustee").

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

Potential investors should pay attention to the risk factors and considerations set out in the section "Risk Factors".

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT (AS DEFINED HEREIN) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES (OR, IN CERTAIN CIRCUMSTANCES, TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD ONLY IN OFFSHORE TRANSACTIONS AS DEFINED IN AND IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT ("REGULATION S").

## NOTICE

Standard Chartered Bank (the “**Arranger**”) has been authorised by the Issuer to arrange the MTN Programme described herein. Under the MTN Programme, the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Notes denominated in Singapore Dollars, US Dollars or any other currency agreed between the Issuer and the relevant Dealers(s) (as defined herein). The payment of all amounts payable in respect of the Notes issued by the Issuer will be unconditionally and irrevocably guaranteed by the Guarantor.

This Information Memorandum contains information with regard to the Issuer, the Guarantor, CMT, the CMT Manager (as defined herein), the CMT Property Manager (as defined herein), their respective subsidiaries, the Notes and the Guarantee. The Issuer, having made all reasonable enquiries, confirms that this Information Memorandum contains all information with regard to the Issuer, the Guarantor, CMT, the CMT Manager, the CMT Property Manager and their respective subsidiaries which is material in the context of the MTN Programme, the issue and offering of the Notes and the giving of the Guarantee, that the information contained herein is true and accurate in all material respects, that the opinions, expectations and intentions expressed in this Information Memorandum have been carefully considered, and that there are no other facts the omission of which in the context of the MTN Programme, the issue and offering of the Notes and the giving of the Guarantee would or might make any such information or expressions of opinion, expectation or intention misleading in any material respect. The Guarantor, having made all reasonable enquiries, confirms that this Information Memorandum constitutes true and accurate disclosure of all material facts about CMT, the CMT Manager, itself and the assets of CMT and there are no other facts the omission of which in the context of the MTN Programme, the issue and offering of the Notes and the giving of the Guarantee would or might make any such information misleading in any material respect.

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

The maximum aggregate principal amount of the Notes to be issued, when added to the aggregate principal amount of all Notes outstanding (as defined in the Trust Deed referred to herein), shall be S\$3,500,000,000 (or its equivalent in other currencies) or such higher amount as may be agreed between the Issuer, the Guarantor and the Arranger.

No person has been authorised to give any information or to make any representation other than those contained in this Information Memorandum in connection with the MTN Programme and the issue, offering or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger or any of the Dealers. The delivery or dissemination of this Information

Memorandum at any time after the date of this Information Memorandum does not imply that the information contained in this Information Memorandum or any part of this Information Memorandum is correct at any time after such date. Save as expressly stated in this Information Memorandum, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Issuer, CMT, any of their respective subsidiaries, associated companies or other entities to which they are related (such subsidiaries, associated companies and other entities collectively, the “**Related Entities**”) (if any), the Arranger or any of the Dealers.

This Information Memorandum or any document or information (or any part thereof) delivered or supplied under or in relation to the MTN Programme and the issue of the Notes may not be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger or any of the Dealers to subscribe for or purchase the Notes in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised, or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution and publication of this Information Memorandum or any such other document or information and the offer of the Notes in certain jurisdictions may be restricted by law. Persons who distribute or publish this Information Memorandum or any such other document or information or into whose possession this Information Memorandum or any such other document or information comes are required to inform themselves about and to observe any such restrictions and all applicable laws, orders, rules and regulations.

This Information Memorandum and any other documents or materials in relation to the issue, offering or sale of the Notes have been prepared solely for the purpose of the initial sale by the relevant Dealers of the Notes from time to time to be issued pursuant to the MTN Programme. This Information Memorandum and such other documents or materials are made available to the recipients thereof solely on the basis that they are persons falling within the ambit of Sections 274 and/or 275 of the SFA and may not be relied upon by any person other than persons to whom the Notes are sold or with whom they are placed by the relevant Dealers as aforesaid or for any other purpose. The distribution of this Information Memorandum and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of the Notes, and distribution of this Information Memorandum, refer to the section titled “*Subscription, Purchase and Distribution*” appearing elsewhere in this Information Memorandum. Recipients of this Information Memorandum shall not reissue, circulate or distribute this Information Memorandum or any part thereof in any manner whatsoever.

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

The Arranger and the Dealers have not separately verified the information contained in this Information Memorandum. None of the Arranger, the Dealers or any of their respective officers, employees or agents is making any representation, warranty or undertaking expressed or implied as to the merits of the Notes or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of any of the Issuer, the Guarantor, CMT, the CMT Manager, or their Related Entities (if any). Further, neither the Arranger nor any of the Dealers makes any representation or warranty as to the Issuer, the Guarantor, CMT, the CMT Manager, their Related Entities (if any) or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Information Memorandum.



Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in connection with the MTN Programme or the issue of the Notes is intended to provide the basis for any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger, any of the Dealers, or their respective Related Entities (if any) that any recipient of this Information Memorandum or such other document or information (or such part thereof) should purchase or subscribe for any of the Notes. A prospective purchaser and/or subscriber shall make its own assessment of the foregoing, and other relevant matters including the business, condition (financial or otherwise), prospects, results of operations, general affairs and the creditworthiness of the Issuer, CMT and their respective Related Entities (if any), and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of the Issuer and CMT. To the fullest extent permitted by law, neither the Arranger nor any of the Dealers accept any responsibility for the contents of this Information Memorandum or for any other statement, made or purported to be made by the Arranger or any of the Dealers or on its behalf in connection with the Issuer, the Guarantor, CMT, the CMT Manager, or their respective Related Entities (if any) or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Information Memorandum or any such statement. None of the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger nor any of the Dealers nor any of their respective officers, employees or agents shall be held responsible or liable for any loss or damage suffered or incurred by the recipients of this Information Memorandum or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of the Notes by a recipient of this Information Memorandum or such other document or information (or such part thereof).

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

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

Neither this Information Memorandum nor any other documents or information (or any part thereof) delivered or supplied under or in relation to the MTN Programme shall be deemed to constitute an offer of or an invitation by or on behalf of any of the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger or any of the Dealers to subscribe for or purchase any of the Notes.

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

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

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Information Memorandum: (1) the audited consolidated financial statements in respect of CMT and its subsidiaries for the year ended 31 December 2017, (2) any published audited (consolidated in the case of CMT) accounts of the Issuer, CMT and their respective subsidiaries, (3) any published interim financial statements (if any) (whether audited or unaudited) in respect of CMT and its subsidiaries and (4) any supplement or amendment to this Information Memorandum issued by the Issuer. This Information Memorandum is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any Series or Tranche of Notes, any Pricing Supplement in respect of such Series or Tranche. Any statement contained in this Information Memorandum or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in this Information Memorandum or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum. Copies of all documents deemed incorporated by reference herein are available for inspection at the specified office of the Issuing and Paying Agent (as defined herein).

**Any published unaudited interim financial statements in respect of CMT and its subsidiaries which are, from time to time, deemed to be incorporated by reference in this Information Memorandum will not have been audited or subject to review by the auditors in respect of CMT 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 (see “*Risk Factors*”).**

Moody’s (as defined herein) and/or the other rating agencies (as specified in the relevant Pricing Supplement) have had no role in relation to the preparation of any information or offering document. A rating is not a recommendation to purchase, hold or sell a security, in as much as it does not comment as to the market price or suitability of a particular investor.

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

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

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

## FORWARD LOOKING STATEMENTS

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

Given the risks and uncertainties that may cause the actual future results, performance or achievements of the Issuer or CMT to be materially different from the results, performance or achievements expected, expressed or implied by the forward-looking statements in this Information Memorandum, undue reliance must not be placed on those forecasts, projections and statements. None of the Issuer, the Guarantor, CMT, the CMT Manager, the Arranger or any of the Dealers represents nor warrants that the actual future results, performance or achievements of the Issuer or CMT will be as discussed in those statements. Neither the delivery of this Information Memorandum (or any part thereof) nor the issue, offering, purchase or sale of any Notes shall, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change in the affairs of the Issuer, the Guarantor, CMT, the CMT Manager or any statement of fact or information contained in this Information Memorandum since the date of this Information Memorandum or the date on which this Information Memorandum has been most recently amended or supplemented.

## TABLE OF CONTENTS

GLOSSARY OF TERMS .....	1
RISK FACTORS .....	8
FORM OF PRICING SUPPLEMENT .....	29
GENERAL DESCRIPTION OF THE MTN PROGRAMME .....	35
TERMS AND CONDITIONS OF THE NOTES .....	40
USE OF PROCEEDS .....	66
DESCRIPTION OF THE ISSUER .....	67
DESCRIPTION OF CMT .....	68
DIRECTORS OF THE ISSUER .....	75
PROPERTY PORTFOLIO .....	76
THE CMT TRUSTEE, THE CMT MANAGER AND THE PROPERTY MANAGERS .....	82
SELECTED FINANCIAL INFORMATION .....	87
SUBSCRIPTION, PURCHASE AND DISTRIBUTION .....	90
CLEARING AND SETTLEMENT .....	94
TAXATION .....	96
ANNEX I — GENERAL INFORMATION .....	I-1



## GLOSSARY OF TERMS

“**AEIs**” means asset enhancement initiatives;

“**Agency Agreement**” means the agency agreement dated 16 April 2007, as amended and restated by a restatement agreement dated 29 December 2009 in relation to the agency agreement, and supplemented by a first supplemental agency agreement dated 3 April 2013 between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Issuing and Paying Agent, as issuing and paying agent, (4) the Agent Bank, as agent bank, and (5) the Trustee, as trustee, as amended, varied or supplemented from time to time;

“**Agent Bank**” means DBS Bank Ltd.;

“**Arranger**” means Standard Chartered Bank;

“**BMT**” means Brilliance Mall Trust;

“**Bukit Panjang**” means strata lots U28760L, U28761C, U28762M, U28763W, U28764V, U28765P, U28766T, U28767A, U28768K, U28769N, U28770A, U28771K, U28772N, U28773X, U28774L, U28775C, U28776M, U28777W, U28778V, U28779P, U28780W, U28781V, U28782P, U28783T, U28784A, U28785K, U28786N, U28787X, U28788L, U28789C, U28790X, U28791L, U28792C, U28793M, U28794W, U28795V, U28796P, U28797T, U28798A, U28799K, U28800X, U28801L, U28802C, U28803M, U28804W, U28805V, U28807T, U28808A, U28809K, U28810T, U28811A, U28812K, U28813N, U28814X, U28815L, U28816C, U28817M, U28818W, U28819V, U28820M, U28821W, U28822V, U28823P, U28824T, U28825A, U28826K, U28827N, U28828X, U28829L, U28830N, U28831X, U28832L, U28833C, U28834M, U28835W, U28836V, U28837P, U28838T, U28839A, U28840P, U28841T, U28842A, U28843K, U28844N, U28845X, U28846L, U28847C, U28848M, U28849W and U28850C of Mukim 14, comprising a leasehold estate for the unexpired portion of a leasehold term of 99 years commencing from 1 December 1994 and the expression “**Bukit Panjang**” shall, where the context permits, include references to any part of Bukit Panjang Plaza and shall exclude any part of Bukit Panjang Plaza which has been sold;

“**Business Day**” means:

- (a) (in the context of Notes denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore;
- (b) (in the context of Notes denominated in a currency other than Singapore Dollars and Euro) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the principal financial centre for that currency; and
- (c) (in the context of Notes denominated in Euro), a day on which the TARGET System is open for settlement of payments in Euro;

“**CCT**” means CapitaLand Commercial Trust;

“**CCT Manager**” means CapitaLand Commercial Trust Management Limited, in its capacity as manager of CCT;

“**CDP**” or “**Depository**” means The Central Depository (Pte) Limited;

“**CEO**” means the Chief Executive Officer;

“**CIS Code**” means the Code on Collective Investment Schemes issued by the MAS on 23 May 2002 (as last updated on 14 July 2015 and effective on 1 January 2016) pursuant to Section 321 of the SFA;

**“CL”** means CapitaLand Limited;

**“Clearstream, Luxembourg”** means Clearstream Banking S.A. and includes a reference to its successors and permitted assigns;

**“CMT”** means CapitaLand Mall Trust;

**“CMT Board”** means the Board of Directors of the CMT Manager;

**“CMT Manager”** means CapitaLand Mall Trust Management Limited, in its capacity as manager of CMT;

**“CMT MTN”** or the **“Issuer”** means CMT MTN Pte. Ltd., a wholly owned subsidiary of CMT;

**“CMT Property Manager”** means CapitaLand Retail Management Pte Ltd, in its capacity as property manager of CMT;

**“CMT Trust Deed”** means the deed of trust dated 29 October 2001 constituting CMT, as may be amended, restated, varied or supplemented from time to time;

**“CMT Trustee”** means HSBC Institutional Trust Services (Singapore) Limited acting in its capacity as trustee of CMT, or any other person that replaces HSBC Institutional Trust Services (Singapore) Limited as trustee of CMT under the CMT Trust Deed;

**“Companies Act”** means the Companies Act, Chapter 50 of Singapore;

**“Conditions”** means, in relation to the Notes of any Series, the terms and conditions of the Notes of any Series, which shall be as modified, with respect to any Notes represented by a Global Note, by the provisions of such Global Note, and which shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement relating to the Notes of such Series and shall be endorsed on the Definitive Notes, and any reference to a particularly numbered Condition shall be construed with reference to an equivalent or similar condition of any other Series of Notes;

**“Couponholders”** means holders of the Coupons;

**“Coupons”** means the interest coupons (if any) appertaining to the Definitive Notes or, as the context may require, a specific number thereof and includes any replacement Coupon or Coupons issued pursuant to Condition 12;

**“CRCT”** means CapitaLand Retail China Trust;

**“Dealer”** means the dealer for the time being under the Programme Agreement;

**“Deed of Covenant”** means the deed of covenant dated 16 April 2007 executed by the Issuer by way of deed poll in relation to the Notes (which are represented by Global Notes and which are deposited with the Depository), as amended, varied or supplemented from time to time;

**“Definitive Note”** means a definitive Note in bearer form and having, where appropriate, Coupons attached on issue;

**“Deposited Property”** means the total assets of the Group, including all its authorised investments for the time being held or deemed to be held upon the trusts under the CMT Trust Deed;

**“Depositor”** has the meaning ascribed to it in the CMT Trust Deed;

**“Depository Services Agreement”** means the master depository services agreement dated 16 April 2007 made between (1) the Issuer and (2) CDP, as amended, varied or supplemented from time to time;

**“DPU”** means Distribution per Unit;

**“Euro”** or **“€”** means the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;

**“Euroclear”** means Euroclear Bank S.A./N.V., and includes a reference to its successors and permitted assigns;

**“Event of Default”** means any of the conditions, events or acts provided in Condition 9 to be an event of default;

**“Extraordinary Resolution”** means:

- (a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll; or
- (b) a resolution in writing signed by or on behalf of 90.00% of all the Noteholders, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders;

**“Fitch”** means Fitch Inc.;

**“Funan”** means Funan (formerly known as Funan DigitaLife Mall);

**“FY”** means the financial year ended or ending (as the case may be) on 31 December;

**“Global Note”** means a Global Note representing Notes of one or more Tranches of the same Series, being a Temporary Global Note and/or, as the context may require, a Permanent Global Note, in each case without Coupons;

**“Group”** means CMT and its subsidiaries;

**“Guarantee”** means the guarantee and indemnity of the Guarantor set out in Clause 7 (*Guarantee and Indemnity*) of the Trust Deed;

**“HK\$”** means the lawful currency of Hong Kong;

**“Interest Commencement Date”** means the issue date or such other date as may be specified as the Interest Commencement Date on the face of a Note;

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

**“Interest Payment Date”** means the date on which interest will be payable in arrear in respect of a Note;

**“Interest Period”** means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date;

**“IRAS”** means Inland Revenue Authority of Singapore;

**“Issuing and Paying Agent”** means DBS Bank Ltd. or such other or further institutions at such offices as may from time to time be appointed by the Issuer and the Guarantor as issuing and paying agent for any such Notes and Coupons and whose appointment shall be approved by the Trustee and notified to the Noteholders;

**“ITA”** means the Income Tax Act, Chapter 134 of Singapore;

**“Latest Practicable Date”** means 6 March 2018;

**“Listing Manual”** means the Listing Manual of the SGX-ST, as amended, varied or supplemented from time to time;

**“Lot One”** means the whole of Lot 1707L Mukim 11, comprising the leasehold estate for the unexpired portion of a leasehold term of 99 years commencing from 1 December 1993, held under Certificate of Title Volume 413 Folio 7;

**“MAS”** means Monetary Authority of Singapore;

**“Moody’s”** means Moody’s Investors Service, Inc.;

**“MRT”** means Mass Rapid Transit;

**“Noteholder”** has the meaning ascribed to it in the Conditions;

**“Notes”** means the notes of the Issuer issued and to be issued pursuant to the Programme Agreement and constituted by the Trust Deed (and shall, where the context so admits, include the Global Notes and the Definitive Notes);

**“Permanent Global Note”** means a Global Note representing Notes of one or more Tranches of the same Series, either on issue or upon exchange of interests in a Temporary Global Note, being substantially in the form set out in Schedule 3 to the Trust Deed;

**“Pricing Supplement”** means, in relation to any Series or Tranche, a pricing supplement specifying the relevant issue details in relation to such Series or Tranche, substantially in the form of Appendix 2 to the Programme Agreement;

**“Principal Subsidiaries”** has the meaning ascribed to it in the Conditions;

**“Programme Agreement”** means the programme agreement dated 16 April 2007 as amended and restated by a restatement agreement dated 29 December 2009 in relation to the programme agreement, and supplemented by a first supplemental programme agreement dated 30 March 2012, a second supplemental programme agreement dated 3 April 2013 and a third supplemental programme agreement dated 28 March 2014, entered into between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor and (3) Standard Chartered Bank, as arranger and dealer, as amended, varied or supplemented from time to time;

**“Property Funds Appendix”** means 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;

**“Property Managers”** means the RCS Property Manager and the CMT Property Manager;

**“Prospectus Directive”** means Directive 2003/71/EC of the European Economic Area (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the



Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **“2010 PD Amending Directive”** means Directive 2010/73/EU of the European Economic Area;

**“Rating Agencies”** means:

- (a) Moody’s;
- (b) (if appointed by CMT as rating agency for the MTN Programme) Fitch; and/or
- (c) (if appointed by CMT as rating agency for the MTN Programme) S&P,

and **“Rating Agency”** means any one of them;

**“RCS”** means Raffles City Singapore;

**“RCS Property Manager”** means CapitaLand (RCS) Property Management Pte. Ltd., as the property manager of RCS Trust;

**“RCS Trust”** means the unlisted special purpose trust constituted under the RCS Trust Deed for the joint acquisition and ownership of RCS by CapitaLand Commercial Trust (60.00% interest) and CapitaLand Mall Trust (40.00% interest);

**“RCS Trust Deed”** means the trust deed dated 18 July 2006 constituting RCS Trust, as amended, varied or supplemented from time to time;

**“Redemption Month”** means the month set out as a “Redemption Month” in the relevant Pricing Supplement;

**“Reference Date”** means the date set out as a “Reference Date” in the relevant Pricing Supplement;

**“REIT”** means real estate investment trust;

**“Retail Bond Programme”** means the S\$2.5 billion retail bond programme of CMT established on 16 February 2011;

**“Rivervale”** means the whole of Lot U32703C together with Accessory Lots A25L, A26C, A27M, A28W, A29V, A30M, A31W and A32V, all of Mukim 21, comprising a leasehold estate for the unexpired portion of a leasehold term of 99 years commencing from 6 December 1997, and the building(s) erected thereon and known as Rivervale Mall located at 11 Rivervale Crescent, Singapore 545082, which was divested by CMT on 15 December 2015;

**“S&P”** means Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc.;

**“Securities Account”** means an account maintained with CDP to credit the securities an investor has bought from the Singapore securities market;

**“Series”** means (a) (in relation to Notes other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches which (i) are expressed to be consolidated and forming a single series and (ii) are identical in all respects except for their respective issue dates, issue prices, rates of interest and/or dates of the first payment of interest and (b) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest;

**“Series 002 Retail Bonds”** means the S\$350.0 million 3.08% 7-year retail bonds issued in February 2014 and due in 2021 pursuant to the Retail Bond Programme;

**“SFA”** means Securities and Futures Act, Chapter 289 of Singapore;

**“SGX-ST”** means Singapore Exchange Securities Trading Limited;

**“SIBOR”** has the meaning ascribed to it in the Conditions;

**“Singapore Dollars”, “S\$” or “SGD”** each means the lawful currency of the Republic of Singapore;

**“Singapore Properties”** means Tampines Mall, Junction 8, Funan, IMM Building, Plaza Singapura, Bugis Junction, Sembawang Shopping Centre, JCube, Bugis+, Lot One Shoppers’ Mall, Bukit Panjang Plaza (90 out of 91 strata lots), The Atrium@Orchard, Clarke Quay, RCS (40.00% interest), Westgate (30.00% interest) and Bedok Mall (100.00% interest held through BMT);

**“Specified Currency”** means the currency denomination of the relevant tranche of Notes as specified in the applicable Pricing Supplement;

**“Spread”** means the percentage rate per annum specified on the face of a Note as being applicable to the rate of interest for such Note;

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

- (a) which is controlled, directly or indirectly, by CMT (through its trustee);
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by CMT (through its trustee); or
- (c) which is a subsidiary of any company, corporation, trust, fund or other entity (whether or not a body corporate) to which paragraph (a) or (b) above applies,

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

**“TARGET System”** means the Trans-European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto;

**“Tax Rulings”** means the tax rulings dated 25 June 2001 and 22 March 2006, issued by the IRAS on the taxation of CMT and the Unitholders after 17 July 2002 and in relation to CMT’s joint ownership of RCS with CCT through RCS Trust, with CCT holding an interest of 60.00% and CMT holding an interest of 40.00% respectively, as the same may be modified, amended, supplemented, revised or replaced from time to time;

**“Temporary Global Note”** means a Global Note representing Notes of one or more Tranches of the same Series, being substantially in the form set out in Schedule 2 to the Trust Deed;

**“Tranche”** means Notes which are identical in all respects;

**“Transaction Documents”** means, collectively, the Trust Deed, the Agency Agreement, the Programme Agreement, the Depository Services Agreement, the Deed of Covenant and any document which amends, modifies or supplements those Transaction Documents;

**“Trust Deed”** means the trust deed dated 16 April 2007 as amended and restated by a restatement deed dated 29 December 2009 in relation to the trust deed, and supplemented by a first supplemental trust deed dated 3 April 2013 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, as amended, varied or supplemented from time to time;

**“Trustee”** means British and Malayan Trustees Limited (or any successor thereof) or any replacement trustee as may, from time to time, be duly appointed (in accordance with the Trust Deed) as trustee for the holders of the Notes;

**“Unit(s)”** means an undivided interest in CMT as provided for in the CMT Trust Deed;

**“United States”** or **“U.S.”** means United States of America;

**“Unitholder(s)”** means the registered holder(s) for the time being of a Unit including persons so registered as joint holders, except 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;

**“US Dollars”**, **“US\$”** or **“USD”** each means the lawful currency of the United States of America;

**“Variable Rate Notes”** means Notes which are to bear interest on the basis of a variable rate (in accordance with Condition 4(II)(c));

**“¥”** means the lawful currency of Japan; and

**“%”** means per cent.

## RISK FACTORS

*Prior to making an investment or divestment decision, prospective investors or existing holders of the Notes should carefully consider all the information set forth in this Information Memorandum including the risk factors set out below. These risk factors do not purport to be complete or comprehensive of all risk factors that may be involved in the business, assets, financial condition, performance or prospects of the Issuer, CMT, their respective subsidiaries or the properties owned by the Group or any decision to purchase, own or dispose of the Notes. Additional risk factors which the Issuer or the Guarantor are currently unaware of may also impair the business, assets, financial condition, performance or prospects of the Issuer, CMT or the Group. If any of the following risk factors develop into actual events, the business, assets, financial condition, performance or prospects of the Issuer, CMT or the Group could be materially and adversely affected. In such cases, the ability of the Issuer or the Guarantor to comply with its obligations under the Trust Deed and the Notes may be adversely affected.*

### **Limitations of this Information Memorandum**

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

Any published unaudited interim financial statements in respect of CMT and its subsidiaries which are, from time to time, deemed to be incorporated by reference in this Information Memorandum will not have been audited or subject to review by the auditors in respect of CMT 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.

**This Information Memorandum does not purport to contain all information that a prospective investor of the Notes may require in investigating the matters or the parties referred to above, prior to making an investment in the Notes.**



## **RISKS RELATING TO THE NOTES**

### **Limited liquidity of the Notes**

There can be no assurance regarding the future development of the secondary market for the Notes issued under the MTN Programme, the ability of the Noteholders, or the price at which the Noteholders may be able, to sell their Notes. Notes 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 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 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 generally would have a more limited secondary market and greater price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of the Notes.

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

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

The Issuer will pay principal and interest on the Notes 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 risks 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, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

### **Fluctuation of the market value of the Notes**

Trading prices of the Notes are influenced by numerous factors, including (i) the market for similar securities, (ii) the respective operating results and/or financial conditions of the Group and (iii) the political, economic, financial and any other factors that can affect the capital markets, the industry and the Group. Adverse economic developments in Singapore as well as countries in which CMT operates or has business dealings could have a material adverse effect on the operating results and/or the financial condition of CMT and the market value of the Notes. As a result, the market price of the Notes may be above or below the price at which the Notes were initially issued to the market.

### **The Issuer and the Guarantor may not, in certain circumstances, be able to fulfil their obligations under the Notes**

The ability of the Issuer or the Guarantor to make payments in respect of the Notes may depend upon the due performance by the other parties to the Transaction Documents of the obligations thereunder including the performance by the Trustee, the Issuing and Paying Agent and/or the agent bank of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer or the Guarantor of their obligations to make payments in respect of the Notes, the Issuer and/or the Guarantor may not, in such circumstances, be able to fulfil their obligations to the Noteholders and the Couponholders.

## **Interest rate risk**

Noteholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Notes, resulting in a capital loss for the Noteholders. However, the Noteholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Notes may rise. The Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

## **Inflation risk**

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

## **Enforcement of the Guarantee**

Noteholders should note that the Guarantee is issued by the Guarantor, and not CMT, since CMT is not a legal entity. Noteholders should note that under the terms of the Guarantee, Noteholders shall only have recourse in respect of the Guarantee to the assets comprised in CMT which HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CapitaLand Mall Trust) has recourse to under the CMT Trust Deed and not to HSBC Institutional Trust Services (Singapore) Limited personally nor any other properties held by HSBC Institutional Trust Services (Singapore) Limited as trustee of any trust (other than CMT). Further, Noteholders do not have direct access to the assets comprised in CMT and can only gain access to such assets through the Guarantor and, if necessary, seek to subrogate to the Guarantor's right of indemnity out of such assets. Accordingly, any claim of the Noteholders to the assets comprised in CMT is derivative in nature. A Noteholder's right of subrogation therefore could be limited by the CMT Trustee's right of indemnity under the CMT Trust Deed. Noteholders should also note that such right of indemnity of the Guarantor may be limited or lost through fraud, negligence, wilful default, breach of trust or breach of the CMT Trust Deed.

## **Singapore Taxation Risk**

The Notes to be issued from time to time under the MTN Programme during the period from the date of this Information Memorandum to 31 December 2018<sup>1</sup> are intended to be "qualifying debt securities" for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section entitled "*Taxation – Singapore Taxation*". However, there is no assurance that the Notes will continue to be "qualifying debt securities" or that the tax concessions in connection therewith will apply throughout the tenure of the Notes should the relevant tax laws be amended or revoked at any time.

## **Ratings of the MTN Programme or the Notes**

The ratings that may be assigned to the MTN Programme or a particular Note issue by the Rating Agencies are based on the views of the Rating Agencies only. The rating assigned to the MTN Programme or any particular Note issue addresses only the Rating Agencies' views on the likelihood of the timely payment of interest and the ultimate payment of principal by the maturity date of the Notes issued under the MTN Programme. However, future events could have a negative impact on the ratings of the Notes and prospective investors should be aware that there is no assurance that ratings given will continue or that the ratings would not be reviewed, revised, suspended or withdrawn as a result of future events or judgment on the part of the Rating Agencies. Any rating changes that could occur may have a negative impact on the market value of the Notes.

---

<sup>1</sup> It was announced in the Singapore Budget Statement 2018 that the Qualifying Debt Securities Scheme will be extended to 31 December 2023, subject to details to be announced by the MAS.

## **The Notes may not be a suitable investment for all investors**

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

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum 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 and the impact the Notes 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, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Notes 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 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 which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. Investors should consult their own legal, tax, accounting, financial and other professional advisers to assist them in evaluating the suitability of the Notes for them as an investment. Investors should make an investment only after they have determined that such an investment is suitable for their financial investment objectives.

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

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

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

Interest rates and indices which are deemed to be "benchmarks" (including SIBOR) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark". Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and is applicable from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject

to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

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

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

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

#### *Notes subject to optional redemption by the Issuer*

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

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

#### *Fixed/Floating Rate Notes*

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

#### *Notes 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.



## **Modification and waivers**

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

The Conditions of the Notes also provide that the Trustee may, without the consent of the Noteholders, agree to (a) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the Conditions of the Notes or any provisions of the Trust Deed or (b) determine without the consent of the Noteholders that any Event of Default or Potential Event of Default shall not be treated as such, in the circumstances described in Condition 11 (*Meeting of Noteholders and Modifications*).

## **Change of law**

The Conditions of the Notes are based on Singapore law in effect as at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to Singapore law administrative practise after the date of this Information Memorandum.

## **Notes where denominations involve integral multiples: definitive Notes**

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

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

## **Alternative Investment Fund Managers Directive**

As described in the section entitled “*Use of Proceeds*”, the Issuer and the Group will use the proceeds from each issue of Notes under the MTN Programme to refinance the existing borrowings of the Group, to finance the investments comprised in CMT, to on-lend to any trust, fund or entity in which CMT has an interest, to finance any asset enhancement works initiated in respect of CMT or such trust, fund or entity, or to finance the general corporate and working capital purposes in respect of the Group. Under the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers (the “**AIFMD**”) and the Commission Delegated Regulation (EU) 231/2013 of 19 December 2012 and relevant guidance issued by the European Securities and Markets Authority, the marketing of an alternative investment fund (an “**AIF**”) in an EU jurisdiction is prohibited unless certain criteria are met. While the Issuer does not consider itself to be an AIF and does not consider any issue of Notes to be an AIF, there is a risk that due to the Issuer’s use of the proceeds of the Notes, a Note issuance or the Issuer could be characterised as an AIF. In this case, any Note issuances could only be marketed in the EU in accordance with the marketing restrictions applicable to AIFs and any marketing not in accordance with those rules would be a breach of regulatory requirements. Characterisation as an AIF may therefore affect the liquidity of the Notes. It may also affect the regulatory treatment of the Notes for certain types of investors.

## **Reliance on the procedures of the relevant Clearing System(s)**

Notes issued under the MTN Programme will be represented on issue by one or more Global Notes that may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or CDP (each, a “**Clearing System**”). Except in the circumstances described in each Global Note, investors will not be entitled to receive Notes in definitive form. The relevant Clearing Systems and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant Clearing Systems and their respective participants.

While the Notes are represented by Global Notes, the Issuer will discharge its payment obligation under the Notes by making payments through the relevant Clearing Systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant Clearing System and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

## **RISKS ASSOCIATED WITH THE GROUP’S BUSINESS**

### **Uncertainties and instability in global financial and credit markets could adversely affect the business, financial condition and results of operations of CMT as well as the value of the Notes**

The Singapore economy is influenced by economic and market conditions in other countries. Although economic conditions are different in each country, investors’ reactions to developments in one country can have adverse effects on the securities of companies in other countries, including Singapore. A loss of investor confidence in the financial systems of other markets may cause volatility in Singapore’s financial markets and, indirectly, in Singapore’s economy in general. Any worldwide financial instability could also have a negative impact on Singapore’s economy.

The global financial markets have experienced, and may continue to experience, volatility and liquidity disruptions, which have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries. There is a concern that the slowdown in China’s economic growth may negatively affect the health of the global economy. This and other events, such as the significant volatility and weak outlook in oil prices, have had significant impact not only on the global capital markets associated with asset-backed securities but also on the global credit and financial markets as a whole. These events could adversely affect CMT, insofar as they result in:

- a negative impact on the ability of the tenants of CMT to pay their rents in a timely manner or continuing their leases, thus reducing CMT’s cash flow;
- decreases in valuations of CMT’s properties resulting from deteriorating operating cash flow and/or widening capitalisation rates;
- decreases in rental or occupancy rates;
- the insolvency of contractors resulting in construction delays in CMT’s properties;
- an adverse effect on the cost of funding CMT’s business;
- an increase in counterparty risk;
- a likelihood that one or more of CMT’s banking syndicates or insurers may be unable to honour their commitments to CMT; and
- a change in shopping behaviour.

There is still uncertainty as to whether the global economy will worsen, or whether a recovery would be slow and over an extended period of time, the decrease in consumer demand and the impact of the global downturn on the Singapore economy.

The liquidity and the value of the Notes are also sensitive to the volatility of the credit markets and may be adversely affected by future developments. To the extent that the turmoil in the credit market continues and/or intensifies, it may adversely affect the Notes' liquidity and value.

There can be no assurance that the uncertainties and instability in the global markets will not have a substantial adverse effect on CMT's assets or funding sources and, if sustained, will not adversely affect its business, financial condition, results of operations and prospects.

**CMT operates in a capital intensive industry that relies on the availability of sizeable amounts of capital**

As at the Latest Practicable Date, CMT manages and has property interests in 16 shopping malls including a 40.00% interest in RCS and a 30.00% interest in Westgate. CMT may require additional financing to fund working capital requirements, support the future growth of its business and/or refinance its existing debt obligations. There can be no assurance that financing, either on a short-term or long-term basis, will be made available or, if available, that such financing will be obtained on commercially reasonable terms. Factors that could affect CMT's ability to procure financing include the property market's cyclical nature, any impairment of financial systems in the event of a downturn in financial markets, market disruption risks and lending curbs due to central bank tightening which could adversely affect the liquidity, interest rates and availability of any third-party capital funding sources.

**The amount CMT may borrow is limited, which may affect the operations of CMT and the borrowing limit may be exceeded if there is a downward revaluation of assets**

Under the Property Funds Appendix, the total borrowings and deferred payments (the "**Aggregate Leverage**") of a REIT should not exceed 45.00% of the value of the REIT's deposited property. Accordingly, CMT is currently permitted to borrow up to a maximum of 45.00% of the value of its Deposited Property. A decline in the value of CMT's Deposited Property may affect CMT's ability to borrow further.

Adverse business consequences of this limitation on borrowings may include:

- an inability to fund capital expenditure requirements in relation to properties held by CMT;
- an inability to fund acquisitions of properties; and
- cash flow shortages which may have an adverse impact on CMT's ability to satisfy its obligations in respect of the Notes.

A downward revaluation of any of the properties or investments held by CMT may result in a breach of the borrowing limit under the Property Funds Appendix. In the event of such a breach, CMT may not be able to incur further indebtedness. In such circumstances, while the CMT Trustee may not be required to dispose of CMT's assets to reduce its indebtedness, CMT may not be able to incur further indebtedness, which may constrain its operational flexibility.

In addition, a severe downward revaluation of any of the Singapore Properties may result in a breach of certain financial covenants under CMT's debt financing arrangements.

**CMT may have a higher level of gearing than certain other types of unit trusts and may experience limited availability of funds and face risks associated with debt financing and refinancing**

CMT may, from time to time, require additional debt financing to fund working capital requirements, to support the future growth of its business and/or to refinance existing debt obligations. In addition, CMT's indebtedness means that a material portion of its expected cash flow may be required to be dedicated to the payment of interest on its indebtedness, thereby reducing the funds available to CMT for use in its general business operations. CMT's indebtedness may also restrict its ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause it to be particularly vulnerable in the event of a general economic downturn. Prospective investors should note that the willingness of financial institutions to make capital commitments by way of investing in debt or equity instruments may for an indeterminate period be adversely affected by the occurrence of a financial crisis. CMT's level of borrowings may represent a higher level of gearing as compared to certain other types of unit trust, such as non-specialised collective investment schemes which invest in equities and/or fixed income instruments.

Certain of the Singapore Properties are currently mortgaged to secure payment of indebtedness under certain facilities. CMT may also decide to mortgage some or all of the other Singapore Properties or any other properties that are acquired by CMT in the future in connection with existing or new facilities or other types of debt financing. If CMT defaults in its payment obligations in respect of any financing facility secured by its properties, mortgagees to any of the affected properties could foreclose or require a forced sale of any of the affected properties resulting in a consequential loss of income and asset value to CMT. The amount of proceeds ultimately distributed to the Noteholders upon a foreclosure or other enforcement action may not be sufficient to satisfy the payment obligations under the Notes. The amount to be received upon a foreclosure or sale of any affected property would be dependent on numerous factors, including the actual fair market valuation of the relevant property at the time of such sale, the timing and manner of the sale and the availability of buyers. Each of the Singapore Properties is illiquid and there can be no assurance that any of the Singapore Properties can or will be liquidated in a short period of time. For all these reasons, there can be no assurance that the proceeds from any foreclosure or sale will be sufficient for CMT to meet its obligations under the Notes.

CMT may, from time to time, also require additional financing to fund working capital requirements, to support the future growth of its business and/or to refinance existing debt obligations. There can be no assurance that additional financing, either on a short-term or a long-term basis, will be made available or, if available, that such financing will be obtained on terms favourable to CMT. Factors that could affect CMT's ability to procure financing include the cyclical nature of the property market and market disruption risks which could adversely affect the liquidity, interest rates and the availability of funding sources. In addition, further consolidation in the banking industry in Singapore and/or elsewhere in Asia may also reduce the availability of credit as the merged banks seek to reduce their combined exposure to one company or sector.

In recent years, credit markets worldwide have experienced significant volatility including a reduction in liquidity levels, increasing costs for credit protection and a general decline in lending activity between financial institutions and in commercial lending markets worldwide. These developments may result in CMT incurring increasing financing costs associated with CMT's level of debt. Furthermore, there can be no assurance that the Group will be able to raise financing on favourable terms or at all, which could have a material adverse effect on the Group.

Moreover, CMT's future credit facilities may contain covenants that limit its operating and financing activities and require the creation of security interests over its assets. The Group's ability to meet its payment obligations and to fund planned capital expenditures will depend on the success of CMT's business strategy and the Group's ability to generate sufficient revenues to satisfy its obligations, which are subject to many uncertainties and contingencies beyond CMT's control.

## **CMT is exposed to interest rate fluctuations**

As at the Latest Practicable Date, the Group had consolidated debt of approximately S\$3,079.8 million.

A substantial percentage of the Group's debt bears fixed interest rates and the balance bears floating interest rates. Consequently, the interest cost to the Group for the floating interest rate debt will be subject to fluctuations in interest rates. The Group has entered into some hedging transactions to partially mitigate the risk of interest rate fluctuations. However, its hedging policy may not adequately cover the Group's exposure to interest rate fluctuations. As a result, its operations or financial condition could potentially be adversely affected by interest rate fluctuations.

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

CMT is subject to the usual business risks that there may be changes in laws that reduce its income or increase its costs. For example, there could be changes in tenancy laws that limit CMT's recovery of certain property operating expenses, changes or increases in real estate taxes that cannot be recovered from CMT's tenants or changes in environmental laws that require significant capital expenditure. In February 2015, the Minister for Finance of Singapore announced in the Singapore Budget Statement 2015 that stamp duty remission on (a) the transfer of a Singapore immovable property to a REIT and (b) the transfer of 100% of the issued share capital of a Singapore-incorporated company that holds immovable properties situated outside Singapore to the REIT will be allowed to lapse after 31 March 2015. The non-renewal of stamp duty remission may increase CMT's costs associated with acquiring new properties.

Additionally, new and revised accounting standards and pronouncements may be issued from time to time. These changes could adversely affect CMT's reported financial results and positions and adversely affect the comparability of CMT's future financial statements with those relating to prior periods.

## **The current rating of CMT and the Issuer is no assurance that the rating given will continue or that the rating would not be reviewed, downgraded, suspended or withdrawn in the future**

On 16 July 2015, Moody's affirmed the "A2" issuer rating in respect of CMT, the senior unsecured rating of "A2" and the program rating of "(P) A2" in respect of the Issuer. It also affirmed that its outlook for the ratings above is stable. The rating assigned by Moody's is based on the views of Moody's only. Future events could have a negative impact on the rating in respect of CMT and the Issuer 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 changes in ratings and/or outlook that could occur may have a negative impact on the market value of the Notes. A downgrade of the rating may lead to CMT and the Issuer 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.

## **CMT faces risks associated with debt financing**

CMT will also be subject to risks associated with debt financing, including the risk that its cash flow will be insufficient to meet required payments of principal and interest under such financing and to make payment to Noteholders. The rights of the Noteholders to receive payments under the Notes are effectively subordinated to the rights of the existing and future secured creditors.

CMT may also become a party to future indebtedness which is secured by a lien on certain of the properties of CMT. In the event of a default on the Notes or under other indebtedness or upon CMT's bankruptcy, liquidation or reorganisation, any secured indebtedness of third party creditors to CMT's portfolio would effectively be senior to the Notes to the extent of the value of CMT's portfolio securing their indebtedness. The Noteholders would only have a senior unsecured claim against those assets to the extent any remain after satisfying the obligations under secured indebtedness.



CMT will also be subject to the risk that it may not be able to refinance its existing and/or future borrowings or that the terms of such refinancing will not be as favourable as the terms of its existing borrowings, particularly in light of any uncertainty and instability in the global market conditions. Factors that could affect CMT's ability to procure financing include the cyclical nature of the property market and market disruption risks which could adversely affect the liquidity, interest rates and the availability of funding sources. Further consolidation in the banking industry in Singapore and/or elsewhere in Asia may also reduce the availability of credit as the merged banks seek to reduce their combined exposure to one company or sector. In addition, CMT may be subject to certain covenants in connection with any future borrowings that may limit or otherwise adversely affect its operations and its ability to make payments to Noteholders. Such covenants may also restrict CMT's ability to acquire properties or undertake other capital expenditure or may require it to set aside funds for maintenance or repayment of security deposits. Furthermore, if prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make retail real estate loans) result in higher interest rates upon refinancing, the interest expense relating to such refinanced indebtedness would increase, which would adversely affect CMT's cash flow and the amount of payments CMT could make to Noteholders.

### **CMT's property investments are relatively illiquid**

CMT invests primarily in real estate which entails a higher level of risk as compared to a portfolio which has a diverse range of investments. Real estate investments, particularly investments in high value properties such as those which CMT has invested in and/or intends to invest in, are relatively illiquid. Such illiquidity may affect the ability of CMT to vary its investment portfolio or liquidate part of its properties in response to changes in economic, real estate market or other conditions. For instance, CMT may be unable to liquidate its properties on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such properties, to ensure a quick sale. Rising capitalisation rates and/or REIT yields may also result in increasing difficulty in divestment of retail properties. Moreover, CMT may also face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate, due to their illiquidity. These factors could have an adverse effect on CMT's financial condition and results of operations, with a consequential adverse effect on CMT's ability to make payments on Noteholders.

### **The business of CMT is predominantly concentrated in Singapore**

As at the Latest Practicable Date, all of the properties held by CMT are located in Singapore. Such concentration in Singapore may entail a higher level of risk as compared to some other REITs which have properties spread over different countries or have a more diverse range of investments. A substantial portion of earnings derived from CMT depends on the continued strength of Singapore's retail property market, which is in turn affected by general economic and business conditions. This exposes CMT to the risk of a prolonged downturn in economic and real estate conditions in Singapore. The value of properties held by CMT and the rental revenue collected may also be adversely affected by local real estate conditions.

### **The CMT Manager may change CMT's investment strategy**

CMT's policies with respect to certain activities, including acquisitions and divestments, will be determined by the CMT Manager, subject to applicable laws and regulations. Under the CMT Trust Deed, the CMT Manager has wide powers to invest in various types of assets, including any real estate, real estate-related assets as well as listed and unlisted securities in Singapore and other jurisdictions. The CMT Manager has stated its intention to restrict investments to real estate which is used, or primarily used, for retail purposes. Notwithstanding the CMT Trust Deed granting the CMT Manager such powers, there may be additional restrictions imposed on the CMT Manager in respect of changes being made to CMT's investment strategy following future amendments to the Listing Manual, the Property Funds Appendix and/or other relevant regulations from time to time.



### **The CMT Manager may not be able to implement its investment strategy**

The CMT Manager's investment strategy includes expanding the portfolio of retail properties held by CMT, providing regular and stable distributions to Unitholders, and enabling the Issuer to make regular and stable interest payments to the Noteholders. There can be no assurance that the CMT Manager will be able to implement its investment strategy successfully or that it will be able to expand CMT's portfolio at all, or at any specified rate or to any specified size. The CMT Manager may not be able to make investments on favourable terms or within a desired time frame.

CMT will be relying on external sources of funding to expand its portfolio, which may not be available on favourable terms or at all, particularly in light of any adverse global market conditions mentioned above. Even if CMT can successfully make additional property investments, there can be no assurance that CMT will achieve its intended return on such investments. Since the amount of debt that CMT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions will largely be dependent on CMT's ability to raise equity capital, which may result in a dilution of Unitholders' holdings. Potential vendors may also view the prolonged time frame and lack of certainty generally associated with the raising of equity capital to fund any such purchase negatively and may prefer other potential purchasers.

Furthermore, there may be significant competition for attractive investment opportunities from other real estate investors, including retail property development companies, private investment funds and other REITs whose investment policy is also to invest in retail properties. There can be no assurance that CMT will be able to compete effectively against such entities.

### **CMT's business may be subject to risks in investing outside Singapore**

If the CMT Manager were to invest in properties in the Asia Pacific region, this could expose it to political, economic, regulatory and social risks specific to those countries. These risks include a number of country-specific real estate market conditions, such as oversupply, reduced demand, and the performance of competing properties. Any changes in these countries' political environments and government policies, including required government approvals, changes in laws, regulations and the interpretation thereof, and changes in tax policies could adversely affect the results of CMT's investments. Further, restrictions on foreign currency conversion or remittance of earnings, or fluctuations in the specific currency in which rentals and other investment income are denominated, will have an adverse effect when CMT converts investment returns into Singapore dollars.

Such unfavourable events in specific countries may have an adverse effect on CMT's business, financial condition and results of operations.

### **CMT may be subject to risks related to its investment in CRCT**

As at the Latest Practicable Date, CMT owns approximately 122.7 million units (approximately 12.65 per cent.) in CRCT, the first China shopping mall REIT listed on the SGX-ST in December 2006. CRCT's portfolio of 10 income-producing shopping malls is located in seven cities across China, with a total asset value of approximately S\$2.7 billion as at 31 December 2017.

As CRCT's properties are all located in China, CMT's investment in CRCT may be affected by risks relating to property investment in China. As CRCT is listed on the SGX-ST, the value of CMT's investment in CRCT is affected by changes in the trading price of units in CRCT. The trading price of units in CRCT may be affected by various factors including, but not limited to, changes in the value of CRCT's properties, changes in the level of distributions from CRCT, changes in legal and tax laws and policies in China and changes in general economic conditions.

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

The CMS Licence issued to the CMT Manager is subject to conditions unless otherwise cancelled. If the CMS Licence of the CMT Manager is cancelled by the MAS, the operations of CMT will be adversely affected, as the CMT Manager would no longer be able to act as manager of CMT. In the event that the authorisation of CMT as a collective investment scheme is suspended, revoked or withdrawn, its operations will also be adversely affected.

**CMT may be involved in legal and other proceedings from time to time**

CMT may be involved from time to time in disputes with various parties such as contractors, sub-contractors, consultants, suppliers, construction companies, purchasers and other partners involved in the asset enhancement, operation and purchase of its properties. These disputes may lead to legal and other proceedings, and may cause CMT to suffer additional costs and delays. In addition, CMT may have disagreements with regulatory bodies in the course of its operations, which may subject it to administrative proceedings and unfavourable orders, directives or decrees that result in financial losses and delay the construction or completion of its projects.

**The properties held by CMT may be revalued downwards**

There can be no assurance that CMT will not be required to make downward revaluation of the properties held by CMT in the future. Any fall in the gross revenue or net property income earned from CMT's properties may result in downward revaluation of the properties held by CMT.

In addition, CMT is required to measure investment properties at fair value at each balance sheet date and any change in fair value of the investment properties is recognised in the statements of total return.

The changes in fair value may have an adverse effect on CMT's financial results in the financial years where there is a significant decrease in the valuation of CMT's investment properties which will result in revaluation losses that will be charged to the statements of total return. However, such revaluation losses should not have an impact on interest payable to Noteholders.

**The loss of key tenants or a downturn in the business of any of CMT's tenants and licensees could have an adverse effect on the business, financial condition and results of operations in respect of CMT**

Any of CMT's key tenants may experience a downturn in their business, which may weaken their financial condition and result in their failure to make timely rental payments or they may default on their tenancies with CMT. Similarly, other tenants may also experience a downturn in their business or face other types of financial distress, such as bankruptcy or insolvency, and therefore also be unable to make timely rental payments. CMT's claims for unpaid rent against a bankrupt person or insolvent company may not be paid in full. If any tenant defaults or fails to make timely rental payments, CMT may experience delays in enforcing its rights as a landlord and incur time and expense relating to any eviction proceedings, which may be substantial in the case of key tenants and CMT may be unable to re-let the space while eviction proceedings are ongoing.

Further, if CMT's key tenants decide not to renew their tenancies or to terminate early, CMT may not be able to re-let the space. Space that has been vacated by tenants of a property held by CMT can reduce the demand for and value of the property because of the loss of customer drawing power associated with the departed tenants. Even if key tenants decide to renew or lease new space, the terms of renewals or new tenancies, including the cost of required renovations or concessions to tenants, may be less favourable to CMT than current lease terms. If a key tenant terminates its tenancy, or does not renew its tenancy, replacement tenants on satisfactory terms may not be found in a timely manner or at all.

In the event of such occurrences, CMT's financial condition, results or operations, cash flows and the value of its property portfolio could decrease and it may not be able to make payments to Noteholders.

### **CMT may suffer an uninsured loss in respect of its properties**

CMT maintains insurance policies in line with general business practices in Singapore in the real estate and commercial property sectors, with policy specifications and insured limits which CMT believes are practical and adequate. Risks insured against include property damage, business interruption and public liability. There are, however, certain types of losses (such as from wars, acts of God or other unforeseen losses associated with property ownership) that generally are not insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur, CMT could be required to pay compensation, suffer capital loss invested in the relevant property, or anticipated future revenue from that property. CMT would also remain liable for any debt that is with recourse to CMT and may remain liable for any mortgage indebtedness or other financial obligations related to the relevant property. Any such loss could adversely affect the results of operations and financial condition of CMT. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future or that adequate insurance coverage for CMT will be available in the future on commercially reasonable terms or at commercially reasonable rates.

### **CMT is exposed to general risks associated with the ownership and management of real estate**

CMT invests primarily in real estate which entails a higher level of risk as compared to a portfolio which has a diverse range of investments. CMT's real estate investments are subject to risks incidental to the ownership and management of retail properties including, among other things, competition for tenants, changes in market rents, inability to renew leases or re-let space as existing leases expire, inability to collect rent from tenants due to bankruptcy or insolvency of tenants or otherwise, inability to dispose of major investment properties for the values at which they are recorded in CMT's financial statements, increased operating costs, the need to renovate, repair and re-let space periodically and to pay the associated costs, wars, terrorist attacks, sabotage, property damage, riots, civil commotions, natural disasters and physical risks associated with climate change such as rising sea levels, flash floods, fresh water depletion, violent storms and heat waves, safety, health and well-being risks associated with operating retail properties, and disruption to utilities and other events beyond CMT's control. CMT's activities may also be impacted by changes in laws and governmental regulations in relation to real estate, including those governing usage, zoning, taxes, government charges and climate change. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. Rights related to the relevant 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 relating to government appropriation, condemnation and redevelopment.

### **CMT is exposed to real estate development risks in respect of future development property**

CMT's principal investment strategy is to own and invest in real estate and real estate-related assets which are income-producing and used, or predominantly used, for retail purposes. However, it may undertake development of real estate when the CMT Manager considers it to be in the interests of CMT and provided that CMT's investments in such development activities do not exceed such limits required under the Property Funds Appendix. For instance, Funan, which is one of the properties in CMT's portfolio, is currently closed for redevelopment works and is expected to re-open as an integrated development in the fourth quarter of 2019. Undertaking real estate development involves various risks, including but not limited to regulatory, construction, financing, safety, health and well-being risks. For instance, various permits and approvals would have to be obtained from the relevant government agencies which may not be forthcoming, costs of construction may overrun as a result of unanticipated cost increases or delays, and external financing may not be available on acceptable terms or at all in order to fund the capital investment required for the development. The CMT Manager possesses a limited track record in real estate development and it may have to rely on its joint venture partners and/or service providers in respect of development activities undertaken by CMT.

**There may be potential conflicts of interest between CMT, the CMT Manager, the CMT Property Manager and CL**

As at the Latest Practicable Date, CL, through its wholly owned subsidiaries, has an aggregate interest in 1,044,176,907 Units, which is equivalent to approximately 29.43 per cent. of the existing Units in issue. As a result, the overall interests of CL may influence the strategy and activities in respect of CMT. Further, CL may exercise influence over the activities of CMT through the CMT Manager, which is a wholly owned subsidiary of CL.

CL, one of Asia's largest real estate companies headquartered and listed in Singapore, is also engaged in the development of real estate products and services. Its diversified global real estate portfolio includes, among others, integrated developments and shopping malls. Some of these properties in its real estate portfolio may compete directly with the Singapore Properties of CMT for tenants. Further, CL and/or its subsidiaries may in the future invest in or sponsor other REITs which may also compete directly with CMT.

**CMT faces certain risks in connection with the acquisition of properties from CL or parties related to CL**

CMT may acquire other assets from CL or parties related to CL. There can be no assurance that the terms of such acquisitions, the negotiations in relation to such acquisitions, the acquisition value of such properties and other terms and conditions relating to the purchase of such properties (in particular, with respect to the representations, warranties and/or indemnities agreed) are not or, as the case may be, will not be adverse to CMT or reflect or, as the case may be, will reflect, an arm's length acquisition of such properties by CMT.

**There may be potential conflicts between the CMT Manager and the CCT Manager in relation to RCS Trust and between the CMT Manager and CL in relation to Infinity Mall Trust**

RCS (comprising Raffles City Tower and Raffles City Shopping Centre located at 250 and 252 North Bridge Road, Singapore, hotels and convention centre located at 2 Stamford Road and 80 Bras Basah Road, Singapore) is owned through RCS Trust, with CMT and CCT holding interests of 40.00% and 60.00% respectively. The management of RCS Trust is being carried out jointly by representatives appointed by the CMT Manager, at the request of the CMT Trustee, and the CCT Manager, at the request of the trustee of CCT, in proportion to their respective interests in RCS Trust. The management of Infinity Mall Trust (with CMT and CL holding interests of 30.00 per cent. and 70.00 per cent. respectively) is being carried out jointly with CL and the CMT Manager, at the request of the CMT Trustee. As a result, the ability of the joint venture parties to function effectively is predicated on the mutual goals and strategies of the CMT Manager and the CCT Manager (in respect of RCS Trust) and those of the CMT Manager and CL (in respect of Infinity Mall Trust). There can be no assurance that conflicts may not arise between the CMT Manager and the CCT Manager (in respect of RCS Trust), or between the CMT Manager and CL (in respect of Infinity Mall Trust) in the future. If the synergies between the respective parties to RCS Trust and Infinity Mall Trust fail and disagreements arise between the relevant parties, the parties may no longer be able to effectively manage RCS or Westgate, and this would have an adverse effect on CMT's financial condition and results of operation.

**CMT depends on certain key personnel, and the loss of any key personnel may adversely affect its financial condition and results of operations**

CMT's success depends, in part, upon the continued service and performance of members of the senior management team of the CMT Manager and certain key senior personnel. These key personnel may leave the CMT Manager in the future and compete with the CMT Manager and CMT. The loss of any of these key individuals, or of one or more of the CMT Manager's other key employees, could have an adverse effect on the business, financial condition and results of operations in respect of CMT.

Future performance of CMT depends largely on CMT's ability to attract, train, retain and motivate high quality personnel, especially for its management and technical teams. The loss of key employees may have a material adverse effect on CMT's businesses, financial condition and results of operations.

#### **The CMT Manager may not be able to implement its asset enhancement strategy**

One of the CMT Manager's strategies for growth is to increase yields and total returns through a combination of the addition and/or optimisation of retail space at the relevant property. Any plans for AEIs are subject to known and unknown risks, uncertainties and other factors which may lead to any of such AEIs and/or their outcomes being materially different from the original projections or plans. There can, however, be no assurance that the CMT Manager will be able to implement any of its proposed AEIs successfully or that the carrying out of any AEIs will enhance the value of the relevant property. The proposed AEIs are subject to CMT obtaining the relevant authorities' approvals.

Furthermore, the CMT Manager may not be able to carry out the proposed AEIs within a desired time frame, and any benefit or return which may arise from such AEIs may be reduced or lost. Even if the AEIs are successfully carried out, there can be no assurance that CMT will achieve its intended return or benefit on such AEIs.

#### **Certain construction risks may arise during major asset enhancement and redevelopment works on the properties**

Major asset enhancement and redevelopment works entail 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. Funan, which is one of the properties in CMT's portfolio, is currently closed for redevelopment works and is expected to re-open as an integrated development in the fourth quarter of 2019. Difficulties in obtaining any requisite licences, permits, allocations or authorisations from regulatory authorities could also increase the cost, or delay the works or reopening of the properties, including Funan. All of these factors may affect CMT's businesses, financial condition and results of operations.

#### **CMT is exposed to general risks associated with relying on third-party contractors to provide various services in respect of its properties**

CMT engages third-party contractors to provide various services in connection with its retail developments and AEIs, including construction, piling and foundation, building and property fitting-out work, alterations and additions, interior decoration, installation and maintenance of air-conditioning units and lifts, and gardening and landscaping works. CMT is exposed to the risk that a third-party contractor may incur costs in excess of project estimates, which may have to be borne by CMT in order to complete the project.

Furthermore, major third-party 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 CMT. There can also be no assurance that the services rendered by the third-party contractors will always be satisfactory or match CMT's targeted quality levels. All of these factors could adversely affect CMT's businesses, financial condition and results of operations.

#### **RISKS ASSOCIATED WITH THE OPERATION OF THE PROPERTIES HELD BY CMT**

##### **The properties held by CMT may face competition from other properties**

There are many retail spaces and properties in Singapore that compete with properties held by CMT in attracting tenants. The properties held by CMT may also compete with properties that may be developed in the future. This competition may affect the occupancy rates and rental rates of properties



held by CMT, as well as the shopper traffic to retail properties held by CMT. The competition may result in CMT having to lower its rental rates or incur additional capital improvements to improve the properties. The competitive business environment among retailers in the markets in which the business in connection with CMT operates may also have a detrimental effect on tenants' businesses and, consequently, their ability to pay rent. CMT also competes with other real estate owners for property acquisitions and property-related investments. An inability to compete effectively could affect the CMT Manager's ability to grow CMT.

#### **CMT may be affected by the labour shortage in Singapore**

Singapore's retail sector is currently experiencing a labour shortage and this may worsen over time. This may reduce the demand for retail space which may result in a decline in the rental rates and have an adverse effect on the business, financial condition and results of operations of CMT.

#### **CMT may be affected if retail spending in Singapore decreases**

In the event of economic uncertainty, slower growth, and other resulting circumstances, retail spending in Singapore may be adversely affected. This may reduce the demand for retail space which may result in a decline in the rental rates, and have an adverse effect on the business, financial condition and results of operations in respect of CMT.

#### **CMT may be affected by growth in online shopping**

Online shopping for goods and services has been gaining popularity among Singapore shoppers. This may cause a decline in profits for brick-and-mortar businesses, causing a decrease in demand for retail space which may result in a decline in the rental rates, and have an adverse effect on the business, financial condition and results of operations of CMT.

#### **A number of the Singapore Properties' leases are for periods of up to three years, which exposes CMT to high rates of lease expiries each year**

A substantial number of the Singapore Properties' leases are for periods of up to three years, which reflects the general practice in the Singapore retail property market, as well as part of the CMT Manager's growth strategy, to ensure tenancy mix is aligned with current market trends to provide a continuous good mix of attractive and popular retail outlets in malls held by CMT. As a result, the Singapore Properties experience lease cycles in which a number of its retail leases expire each year. This exposes CMT to certain risks, including the risk that vacancies following non-renewal of leases may lead to reduced occupancy rates which may in turn reduce CMT's gross revenue. If a large number of tenants do not renew their leases in a year when a high concentration of leases expires, it could have an adverse effect on the business, financial condition and results of operations in respect of CMT.

If the rental rates for the properties held by CMT decrease, or if existing tenants of properties held by CMT do not renew their tenancies, or if a significant portion of its vacant space and space for which tenancies are scheduled to expire cannot be re-leased, there may be an adverse effect on the business, financial condition and results of operations in respect of CMT.

#### **Performance of contractual obligations by CMT is dependent on other parties**

The ability of the Issuer to make payments in respect of the Notes may depend upon the due performance by the other parties to the Trust Deed and the Agency Agreement (as defined herein) of their obligations thereunder including the performance by the CMT Manager, the Trustee, the Registrar and/or the Issuing and Paying Agent of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer of its obligations to make payments in respect of the Notes, the Issuer may not, in such circumstances, be able to fulfil its obligations to the Noteholders.



## **The Singapore Properties or a part of them may be subject to compulsory acquisition by the Government of Singapore**

The Land Acquisition Act, Chapter 152 of Singapore, gives the Government of Singapore the power to, among other things, 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 purpose.

In the event that any of Singapore Properties are acquired compulsorily, the relevant authority will take into consideration, amongst others, the following, in determining the amount of compensation to be awarded:

- 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 publication of such notification, a declaration of intention to acquire is 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.

Accordingly, if the market value of a property or part thereof which is acquired is greater than the market values referred to above, the compensation paid in respect of the acquired property may be less than its market value and this would have an adverse effect on the gross revenue and assets held by CMT.

## **The gross revenue earned from, and the value of, the properties in CMT's portfolio may be adversely affected by a number of factors**

The gross revenue earned from, and the value of, properties held by CMT may be adversely affected by a number of factors, including:

- vacancies following the expiry or termination of tenancies that lead to reduced occupancy rates which reduce CMT's gross revenue and its ability to recover certain operating costs through service charges;
- the ability of the property managers of CMT to collect rent from tenants on a timely basis or at all;
- tenants requesting waiver of interest on late payment of rent;
- events affecting the properties in CMT's portfolio which could result in the inability of the relevant tenants to operate in such properties and thereby resulting in the inability of such tenants to make timely payments of rent;
- tenants seeking the protection of bankruptcy laws which could result in delays in the receipt of rental payments, inability to collect rental income at all, or delays in the termination of the tenant's lease, or which could hinder or delay the re-letting of the space in question;
- the amount of rent payable by tenants and other terms on which lease renewals and new leases are agreed being less favourable than current leases;
- the local and international economic climate and real estate market conditions (such as oversupply of, or reduced demand for, retail and commercial space, changes in market rental rates and operating expenses for the properties held by CMT);

- the CMT Manager's ability to provide adequate management and maintenance or to put in place adequate insurance;
- competition for tenants from other similar properties which may affect rental income or occupancy levels of the properties held by CMT;
- 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 needed to ensure compliance. Rights related to the relevant properties may also be restricted by legislative actions, such as revisions to the laws relating to building standards or town planning laws, or the enactment of new laws related to condemnation and redevelopment; and
- natural disasters, acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other events beyond the control of the CMT Manager.

**The properties held by CMT may be subject to increases in property expenses and operating expenses**

CMT's ability to make payments under the Notes could be adversely affected if property expenses, such as maintenance and sinking fund charges, property management fees, property taxes, marketing expenses, utilities and other operating expenses increase without a corresponding increase in revenue.

Factors which could increase property expenses and operating expenses include any:

- increase in the amount of maintenance and sinking fund charges for any affected properties held by CMT;
- increase in property taxes and other statutory charges;
- change in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. Rights related to the relevant 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;
- increase in utility charges;
- increase in sub-contracted service costs;
- increase in the rate of inflation;
- increase in insurance premiums;
- costs arising from litigation claims; and
- damage or defect affecting any properties held by CMT which needs to be rectified, leading to unforeseen capital expenditure.

## **RISKS ASSOCIATED WITH SINGAPORE AND THE REGION**

### **The outbreak of an infectious disease or any other serious public health concerns in Asia and elsewhere could adversely impact CMT's business, results of operations and financial condition**

Epidemics that are beyond CMT's control may adversely affect Singapore's economy. Singapore faces threats of epidemics such as the Ebola Virus, Severe Acute Respiratory Syndrome ("SARS"), H5N1 avian flu, swine flu ("Influenza A (H1N1)") or the Zika virus. The outbreak of an infectious disease such as the Ebola Virus, Influenza A (H1N1), H5N1 avian flu, SARS or the Zika virus in Asia and elsewhere, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economy and business activities in Asia and globally and could thereby adversely impact the revenues and results of CMT. There can be no assurance that any precautionary measures taken against infectious diseases would be effective. A future outbreak of an infectious disease or any other serious public health concerns in Asia could have an adverse effect on CMT's business, financial condition and results of operations.

### **Terrorist attacks, other acts of violence or war and adverse political developments may affect the business and results of operations of the Group**

The presence of terrorist activities worldwide, acts of violence or war and adverse political developments could materially and adversely affect international financial markets and the Singapore economy and may adversely affect the operations, revenues and profitability of the Group. The consequences of any of these terrorist attacks or armed conflicts are unpredictable, and the Group may not be able to foresee events that could have an adverse effect on its business and results of operations.

### **Occurrence of any acts of God, war and terrorist attacks may adversely and materially affect the business, financial condition and results of operations of CMT**

Acts of God, such as natural disasters, are beyond the control of CMT or the CMT Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. CMT's business and interest payments may be adversely affected should such acts of God occur. There is no assurance that any war, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the operations, revenues and profitability of CMT. The consequences of any of these acts of God, terrorist attacks or armed conflicts are unpredictable, and CMT may not be able to foresee events that could have an adverse effect on its business, financial condition and results of operations.

### **A slowdown in economic growth and other political and economic factors may adversely affect CMT's business and results of operations**

CMT's operations, and the market price and liquidity of the Notes, may be affected by foreign exchange rates and controls, interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments. A significant change in the government's policies could adversely affect business and economic conditions generally, and the Group's business and financial condition and prospects in particular.

### **Singapore Financial Reporting Standards differ from those which prospective investors may be familiar with in other countries**

The financial statements in respect of CMT have been prepared in accordance with the Statement of Recommended Accounting Practice (RAP) 7 "Reporting Framework for Unit Trusts" ("RAP 7") issued by the Institute of Singapore Chartered Accountants, which requires that accounting policies adopted should generally comply with the principles relating to recognition and measurement of the Singapore Financial Reporting Standards.

RAP 7 and the Singapore Financial Reporting Standards may differ in certain significant respects from International Financial Reporting Standards and other accounting/auditing standards with which prospective investors may be familiar in other countries. No attempt has been made to reconcile any of the information given in this Information Memorandum to any other principles or to base it on any other standards.

Accordingly, there may be substantial differences in the results of operations, cash flows and financial position in respect of CMT if financial statements were prepared in accordance with International Financial Reporting Standards or such other accounting/auditing standards.

**Changes in government legislation, regulations or policies which affect property demand directly or indirectly will adversely affect the Group's financial performance**

The property market in Singapore is subject to government regulations. Such regulations include land and title acquisition, development planning, design and construction as well as mortgage financing and refinancing. In addition to imposing new rules, being the biggest supplier of land, the Singapore Government also regulates the supply of land to developers from time to time so as to modulate the demand and supply of property in order to maintain an orderly and stable property market. There is no assurance that any changes in such regulations or policies imposed by the Singapore Government will not have an adverse effect on the Group's financial performance. Also, there can be no such assurance that governments in other countries where the Group may look to undertake property acquisition would not impose similar restrictions on the supply of property.

## FORM OF PRICING SUPPLEMENT

Pricing Supplement

**CMT MTN PTE. LTD.**  
**(the “Issuer”)**  
**(Incorporated with limited liability in Singapore)**

**S\$3,500,000,000**

### **Multicurrency Medium Term Note Programme**

SERIES NO: [●]

TRANCHE NO: [●]

[Brief Description and Amount of Notes]

Issue Price: [●] per cent.

[Publicity Name(s) of Dealer(s)]

Issuing and Paying Agent

[Name]

[Address]

The date of the Pricing Supplement is [●]

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

## **PART A — CONTRACTUAL TERMS**

This Pricing Supplement relates to the Tranche of Notes referred to above.

This Pricing Supplement, under which the Notes described herein (the “**Notes**”) are issued, is supplemental to, and should be read in conjunction with, the Information Memorandum dated 13 March 2018 (as revised, supplemented, amended, updated or replaced from time to time, the “**Information Memorandum**”) issued in relation to the S\$3,500,000,000 Multicurrency Medium Term Note Programme of CMT MTN Pte. Ltd. (the “**Issuer**”) and unconditionally and irrevocably guaranteed by HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CapitaLand Mall Trust). Terms defined in the Information Memorandum have the same meaning in this Pricing Supplement. The Notes will be issued on the terms of this Pricing Supplement read together with the Information Memorandum. This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The terms of the Notes and additional provisions relating to their issue are as follows:

***[Include whichever of the following apply]***

1. Series No.: [●]
2. Tranche No.: [●]
3. Currency: [●]
4. Principal Amount of Series: [●]
5. Principal Amount of Tranche: [●]
6. [Private Banking Rebates: [Yes/Not Applicable] *[insert figures or estimates]*]
7. Denomination Amount: [●]

*(Note — where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*

*“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”) (N.B. If an issue of Notes is (i) NOT admitted to trading on a European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the minimum denomination is not required.)*

*(N.B. Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of €100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)*

8. Calculation Amount (if different from Denomination Amount): [●]
9. Issue Date: [●]
10. Amount: (including early redemption) [Denomination Amount/[others]]  
[Specify early redemption amount if different from final redemption amount or if different from that set out in the Conditions]
11. Interest Basis: [Fixed Rate/Floating Rate/Variable Rate/Zero-Coupon]
12. Interest Commencement Date: [●]
13. Fixed Rate Notes
  - (a) Maturity Date: [●]
  - (b) Day Count Fraction: [●]
  - (c) Reference Date(s): [●]



- (d) Initial Broken Amount:
- (e) Final Broken Amount: [●]
- (f) Interest Rate: [●] per cent. per annum
14. Floating Rate Notes
- (a) Redemption Month: [●]
- (b) Interest Determination Date: [●]
- (c) Day Count Fraction: [●]
- (d) Interest Period: [●]
- (e) Specified Number of Months/  
Interest Payment Dates: [●]
- (f) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (g) Primary Source: [Specify relevant screen page or "Reference Banks"]
- (h) Reference Banks: [Specify]
- (i) Spread: [●] per cent. per annum
15. Variable Rate Notes [●]
- (a) Redemption Month: [●]
- (b) Interest Determination Date: [●]
- (c) Day Count Fraction: [●]
- (d) Interest Period: [●]
- (e) Specified Number of Months/  
Interest Payment Dates: [●]
- (f) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (g) Benchmark: [SIBOR, LIBOR, EURIBOR, Swap Rate or other benchmark]
- (h) Primary Source: [Specify relevant screen page or "Reference Banks"]
- (i) Reference Banks: [Specify]
- (j) Spread: [●] per cent. per annum
16. Zero-Coupon Notes [●]
- (a) Maturity Date: [●]
- (b) Amortisation Yield: [●]
- (c) Any other formula/basis of  
determining amount payable: [●]

- (d) Day Count Fraction: [●]
- (e) Any amount payable under Condition 6(h) (Default interest on the Notes): [●]
17. Noteholders' Redemption Option: [Yes/No]
- Noteholders' Redemption Option Period (Condition 5(b)):
- [Specify maximum and minimum number of days for notice period]
- [Specify dates]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
18. Issuer's Redemption Option: [Yes/No]
- Issuer's Redemption Option Period (Condition 5(c)):
- [Specify maximum and minimum number of days for notice period]
- [Specify dates]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
19. Noteholders' VRN Purchase Option: [Yes/No]
- Noteholders' VRN Purchase Option Period (Condition 5(e)(i)):
- [Specify maximum and minimum number of days for notice period]
- [Specify dates]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
20. Noteholders' Purchase Option: [Yes/No]
- Noteholders' Purchase Option Period (Condition 5(e)(ii)):
- [Specify maximum and minimum number of days for notice period]
- [Specify dates]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business*

*days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*

21. Redemption for Taxation Reasons: [Yes/No/Not applicable]  
(Condition 5(f)):  
[on [insert other dates of redemption not on interest payment dates]]
22. Notes to be represented on issue by: [Temporary Global Note/Permanent Global Note. If nothing is specified and this Pricing Supplement does not specify that the TEFRA C Rules apply, Notes will be represented initially by a Temporary Global Note.]
23. Temporary Global Note exchangeable for Definitive Notes: [Yes/No]  
*(N.B. The Denomination Amount of the Notes in paragraph 6 with language 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.)*
24. Temporary Global Note exchangeable for Permanent Global Note: [Yes/No]  
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event]
25. Notes to be cleared through The Central Depository (Pte) Limited: [Yes/No]
26. Method of issue of Notes: [Individual Dealer/Syndicated Issue]
27. The following Dealer(s) [is/are] [insert legal name(s) of Dealer(s)]  
subscribing for the Notes:
28. U.S. Selling Restrictions: [Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C (or in respect of TEFRA C or TEFRA D, any successor U.S. Treasury regulation section including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-30 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010)/TEFRA not applicable]
29. Additional selling restrictions: [Not Applicable/give details]
30. The aggregate principal amount of Notes issued has been translated in SGD at the rate of [●] producing a sum of (for Notes not denominated in SGD): S\$[●]
31. Listing: [●]
32. ISIN Code: [●]
33. Common Code: [●]
34. Clearing System(s): [●]

35. Common Depositary: [Common depositary for Euroclear/Clearstream, Luxembourg/The Central Depositary (Pte) Limited/others]
36. Delivery: Delivery [against/free of] payment
37. Other terms: [Clear market]

Details of any additions or variations to terms and conditions of the Notes as set out in the Information Memorandum:

Any additions or variations to the selling restrictions:

**CMT MTN PTE. LTD.**

Signed: .....  
Director

**THE GUARANTOR**

**HSBC INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED**

**(in its capacity as trustee of CAPITALAND MALL TRUST)**

Signed: ..... Signed: .....  
Authorised Signatory Authorised Signatory

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available (subject to certain conditions) under the Income Tax Act (Chapter 134 of Singapore) (the “**Income Tax Act**”) shall not apply if such person acquires such Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

## GENERAL DESCRIPTION OF THE MTN PROGRAMME

The following general description is derived from, and should be read in conjunction with, the full text of this Information Memorandum (and any relevant amendment or supplement to this Information Memorandum), the Trust Deed, the Agency Agreement and the relevant Pricing Supplement.

Issuer:	CMT MTN Pte. Ltd.
Guarantor:	HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CMT).
Arranger:	Standard Chartered Bank.
Dealers:	Standard Chartered Bank and/or such other Dealers as may be appointed by the Issuer in accordance with the terms of the Programme Agreement.
Trustee:	British and Malayan Trustees Limited.
Issuing and Paying Agent and Agent Bank:	DBS Bank Ltd.
Description:	S\$3,500,000,000 Multicurrency Medium Term Note Programme.
Programme Limit:	The maximum aggregate principal amount of the Notes outstanding at any time shall be S\$3,500,000,000 (or its equivalent in other currencies) or such higher amount as may be agreed between the Issuer, the Guarantor and the Arranger in accordance with the terms of the Programme Agreement.
Currency:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Singapore Dollars, US Dollars or any other currency agreed between the Issuer and the relevant Dealer(s).
Purpose:	The proceeds from each issue of Notes under the MTN Programme will be used by the Issuer and the Group to refinance the existing borrowings of the Group, to finance the investments comprised in CMT, to on-lend to any trust, fund or entity in which CMT has an interest, to finance any asset enhancement works initiated in respect of CMT or such trust, fund or entity, or to finance the general corporate and working capital purposes in respect of the Group.
Method of Issue:	Notes may be issued from time to time under the MTN Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche of Notes will be specified in the relevant Pricing Supplement.
Issue Price:	Notes may be issued at par or at a discount, or premium, to par to be determined before the issue date of each Series or Tranche of Notes.
Interest Basis:	Notes may not bear interest or may bear interest at fixed, floating or variable rates as may be agreed between the Issuer and the relevant Dealer(s).

Maturities:	Subject to compliance with all relevant laws, regulations and directives, Notes shall have maturities of such tenor as may be agreed between the Issuer and the relevant Dealer(s).
Mandatory Redemption:	Unless previously redeemed or purchased and cancelled, each Note will be redeemed at its Redemption Amount on the maturity date shown on its face.
Fixed Rate Notes:	Fixed Rate Notes will bear a fixed rate of interest which will be payable in arrear on specified dates and at maturity.
Floating Rate Notes:	<p>Floating Rate Notes which are denominated in Singapore Dollars will bear interest to be determined separately for each Series by reference to S\$ SIBOR or S\$ SWAP RATE (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Interest periods in relation to the Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.</p> <p>Floating Rate Notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).</p>
Variable Rate Notes:	Variable Rate Notes will bear interest at a variable rate determined in accordance with the terms and conditions of the Notes. Interest periods in relation to the Variable Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.
Zero Coupon Notes:	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest other than in the case of late payment.
Status of the Notes and the Guarantee:	<p>The Notes and Coupons of all Series will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i>, without any preference or priority among themselves, and <i>pari passu</i> with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.</p> <p>The payment obligations of the Guarantor under the Guarantee constitute direct, unconditional and unsecured obligations of the Guarantor and shall rank <i>pari passu</i> with all other unsecured creditors (other than subordinated obligations and priorities created by law) of the Guarantor.</p>
Security:	None.
Negative Pledge:	Each of the Issuer and the Guarantor has covenanted with the Trustee that so long as any of the Notes remains outstanding, it will not, and the Guarantor will procure that the Principal Subsidiaries will not, create or have outstanding any security



(**“Subsequent Security”**) over any Existing Secured Assets (as defined below) which ranks, in point of priority, completely after the security created over such Existing Secured Asset, except for the security created or to be created from time to time in favour of any bank, company, financial institution, trust company or any other entity over Bukit Panjang, Lot One and Rivervale in respect of facilities granted to, or debt securities issued by, CapitaRetail Singapore Limited, CapitaRetail BPP Trust, CapitaRetail Lot One Trust or CapitaRetail Rivervale Trust, any security to be created in connection with any refinancing of such facilities or such debt securities (as the case may be) and any security created or outstanding with the prior consent in writing of the Trustee or the Noteholders by way of an Extraordinary Resolution.

In the Trust Deed and the Conditions, **“Existing Secured Asset”** means any of the undertaking, assets, property or revenues or rights to receive dividends of the Issuer, the Guarantor and/or the Principal Subsidiaries over which a first ranking security by way of an assignment and/or a charge and/or mortgage exists at the time of creation of the Subsequent Security over such undertaking, assets, property or revenues.

For the avoidance of doubt, nothing in this section shall prohibit:

- (1) any new first ranking security to be created over any Existing Secured Asset (whether in connection with a refinancing or otherwise) provided that the security over such Existing Secured Asset is discharged contemporaneously with the creation of such new security;
- (2) the second ranking security created over Bukit Panjang, Lot One and Rivervale in favour of any bank, company, financial institution, trust company or any other entity from subsisting in the event of any refinancing of the credit facilities and/or debt securities secured by the first ranking security over Bukit Panjang, Lot One and Rivervale; and
- (3) any first ranking security over any units or shares in any company, trust or other entity which are not secured notwithstanding that the undertaking, assets, property or revenues belonging to such company, trust or entity may be secured.

Events of Default:

See Condition 9 of the Notes.

Redemption:

If so provided on the face of the Note and the relevant Pricing Supplement, Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the holders of the Notes.

Purchases:

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

otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives.

Early Redemption for Taxation reasons:

If payments become subject to withholding tax as a result of certain changes in law and the Issuer or (if the Guarantee is called) the Guarantor becomes liable for additional payments or increase in additional amounts, and such tax cannot be avoided by the Issuer or the Guarantor taking reasonable measures available to it, the Issuer may redeem the Notes in whole (but not in part) at any time (having given not less than 30 nor more than 60 days' notice) at their Redemption Amount or Early Redemption Amount (as the case may be) plus accrued interest.

Taxation:

All payments in respect of the Notes and the Coupons by the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required.

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

Listing:

Application has been made to the SGX-ST for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies).

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

Form and Denomination of Notes:

The Notes will be issued in bearer form only and in denominations of S\$250,000 (or its equivalent in other currencies) or such other minimum denominations as may be agreed between the Issuer and the relevant Dealer(s). Each Tranche or Series of Notes may initially be represented by a Temporary Global Note or a Permanent Global Note. Each Temporary Global Note may be deposited on the relevant issue date with CDP, a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system and will be exchangeable upon request described therein, either for a Permanent Global Note or definitive Notes

(as indicated in the applicable Pricing Supplement on or after the date 40 days after the later of the commencement of the offering and the relevant issue date, upon certification as to non-U.S. beneficial ownership). Each Permanent Global Note may be exchanged unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Notes upon the terms therein.

Custody of the Notes:

Notes which are to be listed on the SGX-ST may be cleared through CDP or Euroclear and/or Clearstream, Luxembourg. Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository. Notes which are to be cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with a common depository on behalf of Euroclear and Clearstream, Luxembourg.

Delivery, Settlement and Clearing System:

Notes denominated in Singapore Dollars may be cleared through the clearing system operated by CDP. Notes denominated in other currencies may be cleared through the clearing system operated by Euroclear and/or Clearstream, Luxembourg.

Selling Restrictions:

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

Governing Law:

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

## TERMS AND CONDITIONS OF THE NOTES

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

The Notes are constituted by a trust deed dated 16 April 2007 as amended and restated by a restatement deed dated 29 December 2009 in relation to the trust deed, and supplemented by a first supplemental trust deed dated 3 April 2013 (the **“Trust Deed”**) made between (1) CMT MTN Pte. Ltd., as issuer (the **“Issuer”**, which expression shall include its successors and permitted assigns), (2) HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CapitaMall Trust (**“CMT”**, which expression shall include its successors and permitted assigns)) (the **“Guarantor”**, which expression shall include its successors and permitted assigns), and (3) British and Malayan Trustees Limited (the **“Trustee”**, which expression shall wherever the context so admits include all persons for the time being the trustee or trustees of the Trust Deed), as trustee of the Noteholders (as defined below) and as amended, varied or supplemented from time to time, and (where applicable) the Notes are issued with the benefit of a deed of covenant (as amended, varied or supplemented from time to time) dated 16 April 2007 (the **“Deed of Covenant”**) relating to the Notes executed by the Issuer. The Issuer has entered into an agency agreement dated 16 April 2007 as amended and restated by a restatement agreement dated 29 December 2009 in relation to the agency agreement, and supplemented by a first supplemental agency agreement dated 3 April 2013 (as amended, varied or supplemented from time to time) (the **“Agency Agreement”**) made between (1) the Issuer, as issuer, (2) the Guarantor, (3) DBS Bank Ltd., as issuing and paying agent (in such capacity, the **“Issuing and Paying Agent”**) and agent bank, and (4) the Trustee, as trustee. The Noteholders and the holders of the coupons (the **“Coupons”**) appertaining to the interest-bearing Notes (the **“Couponholders”**) are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

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

### 1. FORM, DENOMINATION AND TITLE

#### (a) Form and Denomination

- (i) The Notes of the Series of which this Note forms part (in these Conditions, the **“Notes”**) are issued in bearer form in each case in the Denomination Amount shown hereon.
- (ii) This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Note or a note that does not bear interest (a **“Zero-Coupon Note”**) (depending upon the Interest Basis shown on its face).
- (iii) Notes are serially numbered and issued with Coupons attached, save in the case of Zero-Coupon Notes in which case references to interest (other than in relation to default interest referred to in Condition 6(f)) in these Conditions are not applicable.

(b) **Title**

- (i) Subject as set out below, title to the Notes and the Coupons appertaining thereto shall pass by delivery.
- (ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note or Coupon shall be deemed to be and may be treated as the absolute owner of such Note or of such Coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note or Coupon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.
- (iii) For so long as any of the Notes is represented by a Global Note and such Global Note is held by The Central Depository (Pte) Limited ("**CDP**"), each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by CDP as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Agent Bank (as defined in the Trust Deed), all other agents of the Issuer, the Guarantor and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Note shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Agent Bank, all other agents of the Issuer, the Guarantor and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Note (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions, where the context requires, shall be construed accordingly). Notes which are represented by the Global Note and held by CDP will be transferable only in accordance with the rules and procedures for the time being of CDP.
- (iv) For so long as any of the Notes is represented by a Global Note and such Global Note is held on behalf of Euroclear/Clearstream, Luxembourg ("**Euroclear**"), each person who is for the time being shown in the records of Euroclear as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear as to the principal amount of such Notes (as the case may be) standing to the account of any person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, all other agents of the Issuer, the Guarantor and the Trustee as the holder of such principal amount of such Notes other than with respect to the payment of principal, interest and any other amounts in respect of such Notes, for which purpose the bearer of the Global Note shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, all other agents of the Issuer, the Guarantor and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Note (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions, where the context requires, shall be construed accordingly). Notes which are represented by a Global Note and held by Euroclear will be transferable only in accordance with the rules and procedures for the time being of Euroclear.
- (v) In these Conditions, "**Global Note**" means the relevant Temporary Global Note representing each Series or the relevant Permanent Global Note representing each Series, "**Noteholder**" means the bearer of any Definitive Note and "**holder**" (in relation to a Definitive Note or Coupon) means the bearer of any Definitive Note or Coupon, "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (1) expressed to be consolidated and forming a single series and (2) identical in all respects except for their respective issue dates, issue prices and/or dates of the first payment of interest and "**Tranche**" means Notes which are identical in all respects.

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

## 2. STATUS AND GUARANTEE

- (a) The Notes and Coupons of all Series constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer. The Notes shall at all times rank *pari passu*, and rateably without any preference or priority among themselves and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.
- (b) The payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Notes and the Coupons are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Guarantee and the Trust Deed are contained in the Trust Deed. The payment obligations of the Guarantor under the Guarantee constitute direct, unconditional and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.

## 3. NEGATIVE PLEDGE

- (a) Each of the Issuer and the Guarantor hereby covenants with the Trustee that so long as any of the Notes remains outstanding, it will not, and the Guarantor will procure that the Principal Subsidiaries will not, create or have outstanding any security ("**Subsequent Security**") over any Existing Secured Assets (as defined below) which ranks, in point of priority, completely after the security created over such Existing Secured Asset, except for the security created or to be created from time to time in favour of any bank, company, financial institution, trust company or any other entity over Bukit Panjang, Lot One and Rivervale in respect of facilities granted to, or debt securities issued by, CapitaRetail Singapore Limited, CapitaRetail BPP Trust, CapitaRetail Lot One Trust or CapitaRetail Rivervale Trust, any security to be created in connection with any refinancing of such facilities or such debt securities (as the case may be) and any security created or outstanding with the prior consent in writing of the Trustee or the Noteholders by way of an Extraordinary Resolution.

In the Trust Deed and these Conditions, "**Existing Secured Asset**" means any of the undertaking, assets, property or revenues or rights to receive dividends of the Issuer, the Guarantor and/or the Principal Subsidiaries over which a first ranking security by way of an assignment and/or a charge and/or mortgage exists at the time of creation of the Subsequent Security over such undertaking, assets, property or revenues.

For the avoidance of doubt, nothing in this Condition shall prohibit:

- (1) any new first ranking security to be created over any Existing Secured Asset (whether in connection with a refinancing or otherwise) provided that the security over such Existing Secured Asset is discharged contemporaneously with the creation of such new security;
- (2) the second ranking security created over Bukit Panjang, Lot One and Rivervale in favour of any bank, company, financial institution, trust company or any other entity from subsisting in the event of any refinancing of the credit facilities and/or debt securities secured by the first ranking security over Bukit Panjang, Lot One and Rivervale; and
- (3) any first ranking security over any units or shares in any company, trust or other entity which are not secured notwithstanding that the undertaking, assets, property or revenues belonging to such company, trust or entity may be secured.



- (b) In the Trust Deed, the Guarantor has covenanted with the Trustee that so long as any of the Notes remains outstanding, it will comply with the Property Funds Appendix.

#### **4. RATE OF INTEREST**

##### **(I) INTEREST ON FIXED RATE NOTES**

###### **(a) Interest Rate and Accrual**

Each Fixed Rate Note bears interest on its Calculation Amount (as defined in Condition 4(II)(d)) from the Interest Commencement Date in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Reference Date or Reference Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on a Reference Date.

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

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

###### **(b) Calculations**

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction shown on the face of such Note.

##### **(II) INTEREST ON FLOATING RATE NOTES OR VARIABLE RATE NOTES**

###### **(a) Interest Payment Dates**

Each Floating Rate Note or Variable Rate Note bears interest on its Calculation Amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note, and such interest will be payable in arrear on each date ("**Interest Payment Date**") which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (and which corresponds numerically with such preceding Interest Payment Date or the Interest Commencement Date, as the case may be) provided that the Agreed Yield (as defined in Condition 4(II)(c)) in respect of any Variable Rate Note for any Interest Period (as defined below) relating to that Variable Rate Note shall be payable on the first day of that Interest Period. If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a business day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the

immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

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

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

**(b) Rate of Interest — Floating Rate Notes**

- (i) Each Floating Rate Note bears interest at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Note, including Swap Rate (in which case such Note will be a Swap Rate Note) or in any case such other Benchmark as is set out on the face of such Note.

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

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

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

- (1) in the case of Floating Rate Notes which are not Swap Rate Notes, the Agent Bank will determine the Rate of Interest in respect of any Interest Period at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period as follows:

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

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

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

and as adjusted by the Spread (if any);

- (B) if the Primary Source for the Floating Rate Notes is Reference Banks or if paragraph (b)(ii)(1)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if paragraph (b)(ii)(1)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and as adjusted by the Spread (if any); and
  - (C) if paragraph (b)(ii)(1)(B) applies and the Agent Bank determines that fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date;
- (2) in the case of Floating Rate Notes which are Swap Rate Notes:
- (A) the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate for such Interest Period (determined by the Agent Bank as being the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "ASSOCIATION OF BANKS IN SG — SWAP OFFER AND SIBOR FIXING RATES — RATES AT 11:00 AM SINGAPORE TIME" and under the column headed "SGD SWAP OFFER" (or such other page as may replace Page ABSI for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Spread (if any);
  - (B) if on any Interest Determination Date, no such rate appears on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof), the Agent Bank will determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate for such Interest Period (determined by the Agent Bank as being the rate which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ASSOCIATION OF BANKS IN SINGAPORE — SIBOR AND SWAP OFFER RATES — RATES AT 11:00 A.M. SINGAPORE TIME" under the column headed "SGD SWAP OFFER" (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Spread (if any);

- (C) if on any Interest Determination Date, no such rate is quoted on the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) or the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will determine the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 4 decimal places) for such Interest Period in accordance with the following formula:

In the case of Premium:

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

In the case of Discount:

$$\text{Average Swap Rate} = \frac{365}{360} \times \text{SIBOR} + \frac{(\text{Discount} \times 36500)}{(T \times \text{Spot Rate})} - \frac{(\text{SIBOR} \times \text{Premium})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR = the rate which appears on Page ABSI on the monitor of the Bloomberg agency under the caption "ASSOCIATION OF BANKS IN SG — SWAP OFFER AND SIBOR FIXING RATES — RATES AT 11:00 AM SINGAPORE TIME" and under the column headed "USD SIBOR" (or such other page as may replace Page ABSI for the purpose of displaying Singapore interbank US dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;

Spot Rate = the rate (determined by the Agent Bank) to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks and which appear on Page ABSI on the monitor of the Bloomberg agency under the caption "ASSOCIATION OF BANKS IN SG — FX and SGD Swap Points" (or such other page as may replace Page ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;

Premium or Discount = the rate (determined by the Agent Bank) to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks for a period equal to the duration of the Interest Period concerned which appear on Page ABSI on the monitor of the Bloomberg agency under the caption "ASSOCIATION OF BANKS IN SG — FX and SGD Swap Points" (or such other page as may replace Page ABSI for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest

Determination Date for a period equal to the duration of the Interest Period concerned; and

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

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

- (D) if on any Interest Determination Date any one of the components for the purposes of calculating the Average Swap Rate under (C) above is not quoted on Page ABSI on the monitor of the Bloomberg agency (or such other replacement page thereof) or if Page ABSI on the monitor of the Bloomberg agency (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will determine the Average Swap Rate (which shall be rounded up, if necessary, to the nearest 4 decimal places) for such Interest Period in accordance with the following formula:

In the case of Premium:

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

In the case of Discount:

$$\text{Average Swap Rate} = \frac{365}{360} \times \text{SIBOR} + \frac{(\text{Discount} \times 36500)}{(T \times \text{Spot Rate})} - \frac{(\text{SIBOR} \times \text{Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR = the rate which appears under the caption "SINGAPORE INTERBANK OFFER RATES (DOLLAR DEPOSITS) AT 11:00 A.M." and the row headed "SIBOR USD" on the Reuters Screen SIBO Page of the Reuters Monitor Money Rates Service (or such other page as may replace the Reuters Screen SIBO Page for the purpose of displaying Singapore inter-bank US Dollar offered rates of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;

Spot Rate = the rate (determined by the Agent Bank) to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks and which appear on the Reuters Screen ABSIRFIX06 Page under the caption "ASSOCIATION OF BANKS IN SINGAPORE — SGD SPOT AND SWAP OFFER RATES AT 11:00 A.M. SINGAPORE" and the column headed "SPOT" (or such other replacement page thereof for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned;

Premium or Discount = the rate (determined by the Agent Bank) to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks for a period equal to the duration of the Interest Period concerned which appear on the Reuters Screen ABSIRFIX06 Page under the caption "ASSOCIATION OF BANKS IN SINGAPORE — SGD SPOT AND SWAP OFFER RATES AT 11:00 A.M. SINGAPORE" (or such other replacement page thereof for the purpose of displaying the spot rates and swap points of leading reference banks) at or about the Relevant Time on the relevant Interest Determination Date for a period equal to the duration of the Interest Period concerned; and

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

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

- (E) if on any Interest Determination Date any one of the components for the purposes of calculating the Average Swap Rate under (D) above is not quoted on the relevant Reuters Screen Page (or such other replacement page as aforesaid) or the relevant Reuters Screen Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will request the principal Singapore offices of the Reference Banks to provide the Agent Bank with quotations of their Swap Rates for the Interest Period concerned at or about the Relevant Time on that Interest Determination Date and the Rate of Interest for such Interest Period shall be the Average Swap Rate for such Interest Period (which shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 4 decimal places) of the Swap Rates quoted by the Reference Banks to the Agent Bank) and as adjusted by the Spread (if any). The Swap Rate of a Reference Bank means the rate at which that Reference Bank can generate Singapore Dollars for the Interest Period concerned in the Singapore inter-bank market at or about the Relevant Time on the relevant Interest Determination Date and shall be determined as follows:

In the case of Premium:

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

In the case of Discount:

$$\text{Average Swap Rate} = \frac{365}{360} \times \text{SIBOR} + \frac{(\text{Discount} \times 36500)}{(T \times \text{Spot Rate})} - \frac{(\text{SIBOR} \times \text{Discount})}{(\text{Spot Rate})} \times \frac{365}{360}$$

where:

SIBOR = the rate per annum at which US Dollar deposits for a period equal to the duration of the Interest Period concerned are being offered by that Reference Bank to prime banks in the Singapore inter-bank market at or about the Relevant Time on the relevant Interest Determination Date;



Spot Rate = the rate at which that Reference Bank sells US Dollars spot in exchange for Singapore Dollars in the Singapore inter-bank market at or about the Relevant Time on the relevant Interest Determination Date;

Premium = the premium that would have been paid by that Reference Bank in buying US dollars forward in exchange for Singapore dollars on the last day of the Interest Period concerned in the Singapore interbank market;

Discount = the discount that would have been received by that Reference Bank in buying US dollars forward in exchange for Singapore dollars on the last day of the Interest Period concerned in the Singapore interbank market; and

T = the number of days in the Interest Period concerned; and

(F) if on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with quotations of their Swap Rate(s), the Average Swap Rate shall be determined by the Agent Bank to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 4 decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Interest Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Interest Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate and the Rate of Interest for the relevant Interest Period shall be the Average Swap Rate (as so determined by the Agent Bank) and as adjusted by the Spread (if any), or if on such Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest 4 decimal places) of the prime lending rates for Singapore Dollars quoted by the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Spread (if any).

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

**(c) Rate of Interest — Variable Rate Notes**

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

- (ii) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Period shall, subject as referred to in paragraph (c)(iv) below, be determined as follows:
- (1) not earlier than 9.00 a.m. (Singapore time) on the ninth Business Day nor later than 3.00 p.m. (Singapore time) on the third Business Day prior to the commencement of each Interest Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:
    - (A) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Period;
    - (B) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period shall be zero); and
    - (C) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Period, a Rate of Interest in respect of such Interest Period (an “**Agreed Rate**”) and, in the event that the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Period; and
  - (2) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or Agreed Rate in respect of such Variable Rate Note for such Interest Period by 3.00 p.m. (Singapore time) on the third Business Day prior to the commencement of such Interest Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (1) above, the Rate of Interest for such Variable Rate Note for such Interest Period shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Interest Period.
- (iii) The Issuer has undertaken to the Agents that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Singapore time) on the next Business Day:
- (1) notify the Agents of the Agreed Yield, or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Period; and
  - (2) cause such Agreed Yield or, as the case may be, Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Noteholder at its request.
- (iv) For the purposes of sub-paragraph (ii) above, the Rate of Interest for each Interest Period for which there is neither an Agreed Yield nor an Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note(s) shall be the Rate (the “**Fall Back Rate**”) determined by reference to a Benchmark as stated on the fact of such Variable Rate Note(s), being (in the case of Variable Rate Notes which are denominated in Singapore Dollars) SIBOR (in which case such Variable Rate Note(s) will be Swap Rate Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out on the face of such Variable Rate Notes.

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

The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Agent Bank in accordance with the provisions of Condition 4(II)(b)(ii) above (*mutatis mutandis*) and references therein to **"Rate of Interest"** shall mean **"Fall Back Rate"**).

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

(d) **Definitions**

As used in these Conditions:

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

- (i) (in the context of Notes denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore;
- (ii) (in the context of Notes denominated in a currency other than Singapore Dollars and Euro) a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the principal financial centre for that currency; and
- (iii) (in the context of Notes denominated in Euros) a day on which the TARGET System is open for settlement of payments in Euro;

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

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

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

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

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

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

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

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

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

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

**“TARGET System”** means the Trans-European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

### (III) ZERO-COUPON NOTES

Where a Note the Interest Basis of which is specified to be Zero-Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 5(h)). As from the Maturity Date, the rate of interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 5(h)).

### (IV) CALCULATIONS

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

The Agent Bank will, as soon as practicable after the Relevant Time on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **“Interest Amounts”**) in respect of each Calculation Amount of the relevant Floating Rate Notes or Variable Rate Notes for the relevant Interest Period (including the first day, but excluding the last day, of such Interest Period). The amount of interest payable in respect of any Note shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties.

#### (b) Notification

The Agent Bank will cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Issuing and Paying Agent, the Trustee, the Issuer and the Guarantor and (in the case of Floating Rate Notes) to be notified to

Noteholders in accordance with Condition 15 as soon as possible after their determination but in no event later than the fourth business day thereafter. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period by reason of any Interest Payment Date not being a business day. If the Floating Rate Notes or Variable Rate Notes become due and payable under Condition 9, the Rate of Interest and Interest Amounts payable in respect of the Floating Rate Notes or Variable Rate Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest and Interest Amounts need to be made unless the Trustee requires otherwise.

**(c) Determination or Calculation by Trustee**

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

**(d) Agent Bank and Reference Banks**

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

**5. REDEMPTION AND PURCHASE**

**(a) Redemption at Maturity Date**

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

So long as the Notes are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any redemption of Notes.

**(b) Redemption at Option of Noteholder**

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

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

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

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

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and if the Notes are listed on a Stock Exchange, the rules of such Stock Exchange.

**(d) Issuer Call Option**

If so provided hereon, the Issuer shall have the option to purchase all or any of the Fixed Rate Notes, Floating Rate Notes or Variable Rate Notes at their Redemption Amount on any date on which interest is due to be paid on such Notes and the Noteholders shall be bound to sell such Notes to the Issuer accordingly. To exercise such option, the Issuer shall give irrevocable notice to the Noteholders within the Issuer's Purchase Option Period shown on the face hereof. Such Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 9, 10 and 11.

In the case of a purchase of some only of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Notes to be purchased, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee, subject to compliance with any applicable laws. So long as the Notes are listed on the Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any purchase of Notes.

**(e) Purchase at the Option of Noteholders**

(i) Each Noteholder shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, a Noteholder shall deposit any Variable Rate Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Variable Rate Notes which mature after the date fixed for purchase, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Variable Rate Notes so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Variable Rate Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Variable Rate Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 9, 10 and 11.

(ii) If so provided hereon, each Noteholder shall have the option to have all or any of his Fixed Rate Notes or Floating Rate Notes purchased by the Issuer at their Redemption Amount on



any date on which interest is due to be paid on such Notes and the Issuer will purchase such Notes accordingly. To exercise such option, a Noteholder shall deposit any Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Notes which mature after the date fixed for purchase, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent within the Noteholders' Purchase Option Period shown on the face hereof. Any Notes so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 9, 10 and 11.

**(f) Redemption for Taxation Reasons**

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Redemption Amount or (in the case of Zero-Coupon Notes) Early Redemption Amount (as defined in Condition 5(h) below) (together with interest accrued to (but excluding) the date fixed for redemption), if (i) the Issuer (or if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer or the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issuing and Paying Agent a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor, has or likely to become obliged to pay such additional amounts as a result of such change or amendment.

**(g) Purchases**

Each of the Issuer, the Guarantor or any of their respective related corporations may at any time purchase Notes at any price (provided that they are purchased together with all unmatured Coupons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives.

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

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

(h) **Early Redemption of Zero-Coupon Notes**

- (i) The “**Early Redemption Amount**” payable in respect of any Zero-Coupon Note, the Early Redemption Amount of which is not linked to an index and/or formula, upon redemption of such Note pursuant to Condition 5(f) or upon it becoming due and payable as provided in Condition 9, shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(f) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 4(III).

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

(i) **Redemption upon Termination of CMT**

In the event that CMT is terminated in accordance with the provisions of the CMT Trust Deed (as defined in the Trust Deed), the Issuer shall redeem all (and not some only) of the Notes at their Redemption Amount together with interest accrued to the date fixed for redemption on any date on which interest is due to be paid on such Notes or, if earlier, the date of termination of CMT.

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

(j) **Cancellation**

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their respective related corporations may be surrendered for cancellation by surrendering each such Note together with all unmaturing Coupons to the Issuing and Paying Agent at its **specified** office and, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmaturing Coupons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold.

**6. PAYMENTS**

(a) **Principal and Interest**

Payments of principal (or, as the case may be, Redemption Amounts) and interest in respect of the Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Notes or Coupons, as the case may be, at the specified office of the relevant Issuing and

Paying Agent by a cheque drawn in the currency in which that payment is due on, or, at the option of the holders, by transfer to an account maintained with a bank in the principal financial centre for that currency or, in the case of Euros, in a city in which banks have access to the TARGET System.

**(b) Payments subject to law etc.**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7 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 (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

**(c) Appointment of Agents**

The Issuing and Paying Agent initially appointed by the Issuer and the Guarantor and its specified office is listed below. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of any Issuing and Paying Agent and/or the Agent Bank in accordance with the terms of the Agency Agreement and to appoint additional or other Agents, provided that they will at all times maintain (i) an Issuing and Paying Agent having a specified office in Singapore and (ii) an Agent Bank where the Conditions so require.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 15.

The Agency Agreement may be amended by the Issuer, the Guarantor and the Trustee, without the consent of any Issuing and Paying Agent, the Agent Bank or any holder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer, the Guarantor and the Trustee may mutually deem necessary or desirable and which does not, in the opinion of the Issuer, the Guarantor and the Trustee, materially and adversely affect the interests of the holders. Any such amendment shall be binding on the Noteholders and the Couponholders.

**(d) Unmatured Coupons**

- (i) Fixed Rate Notes should be surrendered for payment together with all unmatured Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within the prescription period relating thereto under Condition 8.
- (ii) Subject to the provisions of the relevant Pricing Supplement upon the due date for redemption of any Floating Rate Note or Variable Rate Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Where any Floating Rate Note or Variable Rate Note is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

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

(e) **Non-Business Days**

Subject as provided in the relevant Pricing Supplement and/or in these Conditions, if any date for the payment in respect of any Note or Coupon is not a Business Day, the holder shall not be entitled to payment until the next Business Day.

(f) **Default Interest**

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

**7. TAXATION**

(a) **Payment after Withholding**

All payments in respect of the Notes by or on behalf of the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor, shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) by or on behalf of a holder who is subject to such Taxes by reason of his being connected with Singapore otherwise than by reason only of the holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon (including, without limitation, the holder being (1) a resident in Singapore for tax purposes or (2) a permanent establishment in Singapore or (3) a non-resident of Singapore who purchased the Notes using funds from his or its Singapore operations);
- (ii) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days;

- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 – 27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another paying agent in a Member State of the European Union.

(b) **Interpretation**

In these Conditions, “**Relevant Date**” means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the relevant Issuing and Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Noteholders by the Issuer in accordance with Condition 15.

**8. PRESCRIPTION**

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

**9. EVENTS OF DEFAULT**

If so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, the Trustee shall (subject to being indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and payable at their Redemption Amount or (in the case of Zero-Coupon Notes) 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 and the default continues for a period of three Business Days;
- (b) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under these Conditions or any of the Transaction Documents (other than the payment obligation referred to in sub-paragraph (a)) and (except in any case where the Trustee considers the failure to be incapable of remedy when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days following the service by the Trustee on the Issuer of notice requiring the same to be remedied;
- (c) any representation, warranty or statement by the Issuer or the Guarantor in any of the Transaction Documents or any of the Notes or in any document delivered under any of the Transaction Documents or the Notes is not complied with in any material respect or is or proves to have been incorrect in any material respect when made or deemed repeated and (except in a case where the Trustee considers such non-compliance to be incapable of remedy) such non-compliance is not remedied for a period of 30 days following the service by the Trustee on the Issuer of notice requiring the same to be remedied;
- (d) if any other present or future indebtedness of the Issuer, CMT or any Principal Subsidiary in respect of borrowed money (i) is declared to be due and payable before its stated maturity by reason of any event of default or the like (however described) or (ii) is not paid when due nor within any applicable grace period in any agreement relating to that indebtedness or (iii) as a result of any event of default or the like (however described), any facility relating to any such indebtedness is declared to be cancelled or terminated before its normal expiry

date or (iv) is not paid when properly called upon. However, no Event of Default will occur under this paragraph (d) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned above in this paragraph (d) has/have occurred equals or exceeds S\$20,000,000;

- (e) if (i) the Issuer shall cease or threaten to cease to carry on its Authorised Business, or (ii) CMT shall cease or threaten to cease to carry on its principal business of the ownership and operation of retail and/or commercial properties;
- (f) if any meeting is convened, or any petition or originating summons is presented or an order is made or a resolution is passed for the winding-up, amalgamation, reconstruction, reorganisation, merger, consolidation or termination of, the Issuer, CMT or any Principal Subsidiary (except for a reconstruction, amalgamation, reorganisation, merger or consolidation where such event is either (1) not likely to have a material adverse effect on the Issuer or the Guarantor or (2) on terms approved before such event by the Trustee) or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee administrator, agent or similar officer of the Issuer, CMT or any Principal Subsidiary or over any part of the assets of the Issuer, CMT or any Principal Subsidiary;
- (g) if the Issuer, CMT or any Principal Subsidiary becomes insolvent, is unable to pay its debts as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of (or a particular type of) its indebtedness (other than those contested in good faith and by appropriate proceedings), begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of (or particular type of) the indebtedness of the Issuer, CMT or any Principal Subsidiary (or of any material part which it is likely to be unable to pay when due), proposes or makes a general assignment or an arrangement or scheme or composition with or for the benefit of the creditors of the Issuer, CMT or any Principal Subsidiary or a moratorium is agreed or declared in respect of or affecting all or a material part of (or a particular type of) the indebtedness of the Issuer, CMT or any Principal Subsidiary;
- (h) if any decree, resolution, authorisation, approval, consent, filing, registration or exemption necessary for the execution and delivery of the Transaction Documents and the Notes on behalf of the Issuer and the Guarantor or the performance of the Issuer's or the Guarantor's obligations under the Notes or the Guarantee is withdrawn or modified or otherwise ceases to be in full force and effect;
- (i) if any event occurs which, under the laws of any relevant jurisdiction, has in the Trustee's opinion, an analogous effect to any of the events referred to in paragraphs (f) to (h) above;
- (j) if a distress, attachment or execution or other legal process is levied, enforced or sued out on or against any material part of the properties or assets of the Issuer, CMT or any Principal Subsidiary and is not discharged within 25 days of its occurrence;
- (k) if it is or will become unlawful for the Issuer or the Guarantor to observe, perform and comply with, or the Issuer or the Guarantor contests the validity or enforceability of or repudiates, any of their respective obligations under the Notes, the Transaction Documents and/or the Guarantee (in the case of the Guarantor only);
- (l) an order is made by any government authority or agency with a view to condemnation, seizure, compulsory acquisition, expropriation or nationalisation of all or any material part of the assets of the Issuer, CMT or any Principal Subsidiary and such condemnation, seizure, compulsory acquisition, expropriation or nationalisation will have a material adverse effect on the Issuer or CMT;



- (m) (i) if any Transaction Document to which it is a party or the Notes ceases or is claimed by the Issuer or the Guarantor to cease at any time and for any reason to constitute legal and valid obligations of the Issuer and the Guarantor, binding upon it in accordance with its terms; or
- (ii) any applicable law, directive, order or judgment is enacted, promulgated or entered, the effect of which would be to render any Transaction Document to which the Issuer or the Guarantor is a party unenforceable;
- (n) any security on or over the whole or any material part of the assets of the Issuer, CMT or any Principal Subsidiary becomes enforceable;
- (o) if (i) (1) the CMT Trustee (as defined in the Trust Deed) resigns or is removed; (2) an order is made for the winding-up of the CMT Trustee, a receiver, judicial manager, administrator, agent or similar office of CMT 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 CMT Trustee which prevents or restricts the ability of the Issuer or the Guarantor to perform its obligations under the Transaction Documents to which it is a party or any of the Notes and (ii) the replacement or substitute trustee of CMT is not appointed in accordance with the terms of the CMT Trust Deed;
- (p) the CMT Manager is removed pursuant to the terms of the CMT Trust Deed, and the replacement or substitute manager is not appointed in accordance with the terms of the CMT Trust Deed;
- (q) any litigation, arbitration or administrative proceeding (other than those which are of a frivolous or vexatious nature) is current or pending (i) to restrain the entry into, exercise of any of the rights and/or the performance or enforcement of or compliance with any of the material obligations of the Issuer or the Guarantor under the Transaction Documents to which it is a party or any of the Notes or (ii) which will have a material adverse effect on the Issuer or CMT;
- (r) for any reason the CMT Trustee ceases to beneficially own all the issued share capital for the time being of the Issuer; or
- (s) the Guarantee is not or ceases to be (or is claimed by the Guarantor not to be) in full force and effect,

PROVIDED that in the case of any Event of Default described in sub-paragraph (a) above, the Trustee at its discretion may give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and payable at their principal amount, together with accrued interest as provided in the Trust Deed.

For the purpose of the Conditions, a reference to “**Principal Subsidiaries**” means any subsidiary of CMT whose total assets attributable to the Group (in such proportion as is reflected in the latest available unaudited or audited consolidated accounts of the Group) is at least 25 per cent. of the total assets of the Group as shown by such unaudited or 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 CMT (the “**transferee**”) then:

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

- (ii) if a substantial part only of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall remain a Principal Subsidiary and the transferee (unless it is CMT) shall thereupon become a Principal Subsidiary.

Any subsidiary which becomes a Principal Subsidiary by virtue of (i) above or which remains or becomes a Principal Subsidiary by virtue of (ii) above shall continue to be a Principal Subsidiary until the date of issue of the first available unaudited or audited consolidated accounts of the Group prepared as at a date later than the date of the relevant transfer which show the total assets of such subsidiary which are attributable to the Group (in such proportion as is reflected in the latest available unaudited or audited consolidated accounts of the Group) or the date of issue of a report by the Group's auditors described below (whichever is earlier), based upon which such audited accounts or, as the case may be, Group auditor's report have been prepared, to be less than 25 per cent. of the total assets of the Group, as shown by such audited accounts or, as the case may be, Group auditor's report. A report by the Group 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.

## **10. ENFORCEMENT**

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

## **11. MEETING OF NOTEHOLDERS AND MODIFICATIONS**

- (a) The Trust Deed contains provisions for convening meetings of Noteholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes of such Series (including these Conditions insofar as the same may apply to such Notes) or any of the provisions of the Trust Deed.
- (b) The Trustee, the Issuer or the Guarantor at any time may, and the Trustee upon the request in writing, at the time after any Notes of any Series shall have become repayable due to default, by Noteholders holding not less than 20 per cent. in principal amount of the Notes of any Series for the time being outstanding shall, convene a meeting of the Noteholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders of the relevant Series (save where provided to the contrary in the Trust Deed and these Conditions), whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, inter alia, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes, (iv) to vary the currency or currencies of payment or denomination of the Notes, (v) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (vii) to cancel or modify the Guarantee, will only be binding if passed at a meeting of the Noteholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

- (c) The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification (subject to certain exceptions) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which in any such case is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or may agree, without any such consent as aforesaid, to any modification, waiver or authorisation which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law. Any such modification, waiver or authorisation shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.
- (d) In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders 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 or Couponholder be entitled to claim, from the Issuer, the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.
- (e) These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.
- (f) For the purpose of ascertaining the right to attend and vote at any meeting of the Noteholders convened for the purpose of and in relation to Clauses 10.2 and 29 of the Trust Deed, Conditions 10, 11 and 12 and Schedule 4 to the Trust Deed, those Notes (if any) which are beneficially held by, or are held on behalf of the Issuer, the Guarantor and any of their respective related corporations and not cancelled shall (unless and until ceasing to be so held) be disregarded when determining whether the requisite quorum of such meeting has been met and any votes cast or purported to be cast at such meeting in respect of such Notes shall be disregarded and be null and void.

## **12. REPLACEMENT OF NOTES AND COUPONS**

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the relevant Issuing and Paying Agent (or at the specified office of such other person as may from time to time be designated by the relevant Issuing and Paying Agent for the purpose and notice of whose designation is given to the Noteholders in accordance with Condition 15 below) upon payment by the claimant of the costs, expenses and duties incurred in connection with the replacement and on such terms as to evidence, security, indemnity or otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

## **13. FURTHER ISSUES**

Subject always to the Issuer's obligations under the Trust Deed, the Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes of any Series and so that the same shall be consolidated and form a single Series with such Notes, and references in these Conditions to "**Notes**" shall be construed accordingly. The Issuer shall notify the Rating Agencies (as defined in the Trust Deed) upon the further issue of notes.

#### 14. INDEMNIFICATION OF THE TRUSTEE AND ITS CONTRACTING WITH THE COMPANY

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 to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, to enter into business transactions with the Issuer and/or the Guarantor and to act as trustee of the holders of any other securities issued by, or relating to, the Issuer and/or the Guarantor, (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 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.

#### 15. NOTICES

Notices to the holders will be valid if published in a daily newspaper of general circulation in Singapore. It is expected that such publication in Singapore will be made in the Business Times.

Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders in accordance with this Condition 15.

Until such time as any Definitive Notes (as defined in the Trust Deed) are issued, there may, so long as the Global Note(s) is or are held in its or their entirety on behalf of CDP, or as the case may be, Euroclear or Clearstream, Luxembourg be substituted for such publication in such newspapers the delivery of the relevant notice to CDP, or as the case may be, Euroclear or Clearstream, Luxembourg for communication by it to the Noteholders. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to CDP, or as the case may be, Euroclear or Clearstream, Luxembourg.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Issuing and Paying Agent. Whilst the Notes are represented by a Global Note, such notice may be given by any Principal Noteholder to the Issuing and Paying Agent through CDP, or as the case may be, Euroclear or Clearstream, Luxembourg in such manner as the Issuing and Paying Agent and CDP, or as the case may be, Euroclear or Clearstream, Luxembourg may approve for this purpose.

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

- (a) the identities and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses; or
- (b) the units of CMT and/or the Notes are listed on the SGX-ST, notices to the holders of the Notes may be given by way of an announcement through the corporate announcement system administered by the SGX-ST including but not limited to the website maintained by the SGX-ST (the “**SGX Corporate Announcement System**”),

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

## **16. LIABILITY OF THE GUARANTOR**

- (a) Notwithstanding any provision to the contrary in the Trust Deed, the Notes and the Coupons, the Trustee, the Noteholders and the Couponholders acknowledge that HSBC Institutional Trust Services (Singapore) Limited (“**HSBCITS**”) has entered into the Trust Deed, the Notes and the Coupons, solely in its capacity as trustee of CMT and not in its personal capacity and all references to the “Guarantor” in the Trust Deed, the Notes and the Coupons shall be construed accordingly. As such, notwithstanding any provision to the contrary in the Trust Deed, the Notes and the Coupons, HSBCITS has assumed all obligations under the Trust Deed, the Notes and the Coupons solely in its capacity as trustee of CMT and not in its personal capacity. Any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by HSBCITS under the Trust Deed, the Notes and the Coupons is given by HSBCITS in its capacity as trustee of CMT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate under the Trust Deed, the Notes and the Coupons, is limited to the assets of CMT over which HSBCITS in its capacity as trustee of CMT has recourse and shall not extend to any personal or other assets of HSBCITS or any assets held by HSBCITS in its capacity as trustee of any trust (other than CMT). Any obligation, matter, act, action or thing required to be done, performed or undertaken or any covenant, representation, warranty or undertaking given by HSBCITS under the Trust Deed, the Notes and the Coupons shall only be in connection with matters relating to CMT (and shall not extend to HSBCITS’s obligations in respect of any other trust or real estate investment trust of which it is a trustee). The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Noteholders and the Couponholders under law or equity or relieve or discharge HSBCITS from any negligence, fraud or breach of trust.
- (b) Notwithstanding any provision to the contrary in the Trust Deed, the Notes and the Coupons, it is hereby agreed that HSBCITS’s obligations under the Trust Deed, the Notes and the Coupons will be solely the corporate obligations of HSBCITS and that the Trustee, the Noteholders and the Couponholders shall not have any recourse against the shareholders, directors, officers or employees of HSBCITS for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of the Trust Deed, the Notes and the Coupons. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Noteholders and the Couponholders under law or equity or relieve or discharge HSBCITS from any negligence, fraud or breach of trust.
- (c) For the avoidance of doubt, any legal action or proceedings commenced against HSBCITS whether in Singapore or elsewhere pursuant to the Trust Deed, the Notes and the Coupons shall be brought against HSBCITS in its capacity as trustee of CMT and not in its personal capacity. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Noteholders and the Couponholders under law or equity or relieve or discharge HSBCITS from any negligence, fraud or breach of trust.
- (d) This Condition 16 shall survive the termination or rescission of the Trust Deed, and the redemption or cancellation of the Notes and/or the Coupons.

## **17. GOVERNING LAW**

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

## **18. THIRD PARTIES**

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

## **USE OF PROCEEDS**

The proceeds from each issue of Notes under the MTN Programme will be used by the Issuer and the Group to refinance the existing borrowings of the Group, to finance the investments comprised in CMT, to on-lend to any trust, fund or entity in which CMT has an interest, to finance any asset enhancement works initiated in respect of CMT or such trust, fund or entity, or to finance the general corporate and working capital purposes in respect of the Group.



## DESCRIPTION OF THE ISSUER

### History and Business

The Issuer was incorporated with limited liability under the laws of the Republic of Singapore on 23 January 2007. It is a wholly owned subsidiary of CMT. All of the issued share capital of the Issuer is owned by the CMT Trustee.

Its principal activities are the provision of financial and treasury services for and on behalf of CMT including on-lending to CMT the proceeds from issuance of notes under the MTN Programme and a US\$3,000,000,000 Euro-medium term note programme (the “**EMTN Programme**”). Since its incorporation, the Issuer has not engaged in any material activities other than the establishment of the MTN Programme and the EMTN Programme, the issue and/or proposed issue of notes under the MTN Programme and the EMTN Programme and the authorisation of relevant documents and agreements referred to in this Information Memorandum and in the information memorandum in respect of the EMTN Programme to which it is or will be a party.

On 16 July 2015, Moody’s affirmed the senior unsecured rating of “A2” and the program rating of “(P)A2” in respect of the Issuer. It also affirmed that its outlook for the ratings above is stable.

### Registered Office

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

### Shareholding and Capital

As at the date of this Information Memorandum, the issued share capital of the Issuer is one ordinary share of S\$1. The sole issued ordinary share in the capital of the Issuer is held by the Guarantor.

As at the date of this Information Memorandum, there are S\$1,000.0 million, HK\$2.314 billion and ¥23.60 billion in principal amount of notes outstanding under the MTN Programme and US\$400.0 million, HK\$2.035 billion and ¥10.00 billion in principal amount of notes outstanding under the EMTN Programme. Save as disclosed herein, the Issuer has no borrowings, indebtedness in the nature of borrowings, loan capital outstanding or created but unissued (including term loans), guarantees or material contingent liabilities.

### Directors

As at the date of this Information Memorandum, the Directors of the Issuer are:

Name	Business Address
Tan Tee Hieong	168 Robinson Road #30-01 Capital Tower Singapore 068912
Tan Lei Keng	168 Robinson Road #30-0 Capital Tower Singapore 068912

## DESCRIPTION OF CMT

### HISTORY AND BACKGROUND

CMT is the first REIT listed on the SGX-ST in July 2002. CMT is also the largest retail REIT by market capitalisation, approximately S\$7.6 billion (as at 31 December 2017) in Singapore. CMT has been affirmed an “A2” issuer rating by Moody’s<sup>1</sup>. The “A2” issuer rating is the highest rating assigned to a Singapore REIT.

CMT owns and invests in quality income-producing assets which are used, or predominantly used, for retail purposes primarily in Singapore. As at 31 December 2017, CMT’s portfolio comprised a diverse list of more than 2,900 leases with local and international retailers and achieved a committed occupancy of 99.2%. CMT’s 16 quality shopping malls, which are strategically located in the suburban areas and downtown core of Singapore, comprise Tampines Mall, Junction 8, Funan, IMM Building, Plaza Singapura, Bugis Junction, Sembawang Shopping Centre, JCube, Raffles City Singapore (40.00% interest), Lot One Shoppers’ Mall, 90 out of 91 strata lots in Bukit Panjang Plaza, The Atrium@Orchard, Clarke Quay, Bugis+, Westgate (30.00% interest) and Bedok Mall (100.00% interest held through BMT). As at the Latest Practicable Date, CMT also owns approximately 122.7 million units (approximately 12.65%) in CapitaLand Retail China Trust (“**CRCT**”), the first China shopping mall REIT listed on the SGX-ST in December 2006. CMT is managed by an external manager, CapitaLand Mall Trust Management Limited, which is a wholly owned subsidiary of CL, one of Asia’s largest real estate companies headquartered and listed in Singapore.

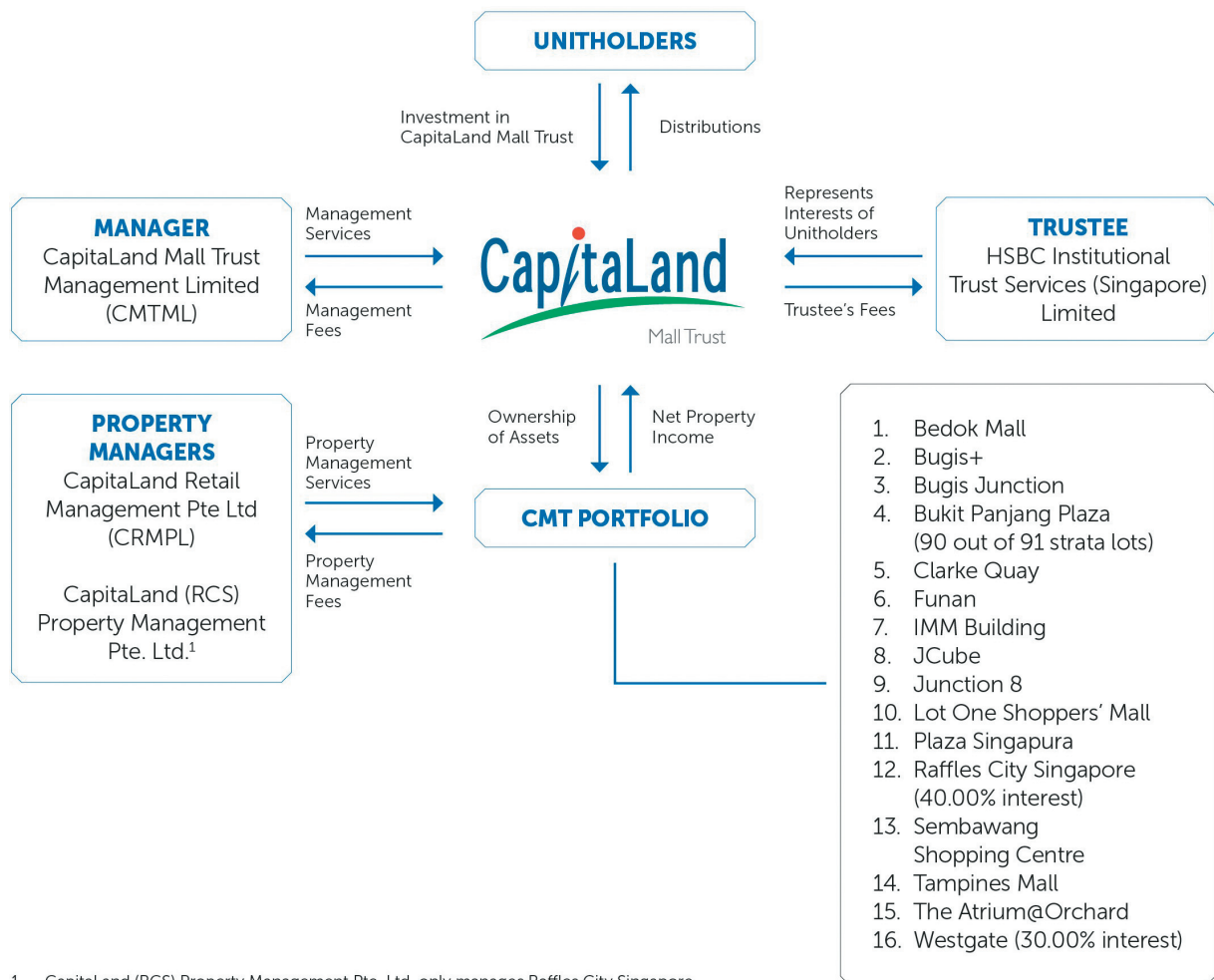
As at 31 December 2017, the aggregate leverage of the Group was at 34.2% and the average cost of debt for the financial year ended 31 December 2017 was 3.2%.

---

<sup>1</sup> On 16 July 2015, Moody’s affirmed the “A2” issuer rating in respect of CMT, the senior unsecured rating of “A2” and the program rating of “(P)A2” in respect of the Issuer. It also affirmed that its outlook for the ratings above is stable.

## STRUCTURE OF CMT

The following diagram illustrates the relationship between CMT, the CMT Trustee, the CMT Manager, the Property Managers, and the Unitholders as at the date of this Information Memorandum:



<sup>1</sup> CapitaLand (RCS) Property Management Pte. Ltd. only manages Raffles City Singapore.

For further details on the CMT Trustee, the CMT Manager and the Property Managers, see the section entitled “*The CMT Trustee, The CMT Manager and The Property Managers*”.

## SUBSIDIARIES

As of the date of this Information Memorandum, CMT has four subsidiaries.

### CMT MTN

CMT MTN, the Issuer, is an entity incorporated with limited liability under the laws of the Republic of Singapore on 23 January 2007. Please see the section entitled “*Description of the Issuer*” for further details on CMT MTN.

### BMT

On 1 October 2015, CMT acquired all the units in BMT from CMA Singapore Investments (3) Pte. Ltd. and Brilliance Residential Pte. Ltd., related corporations of CMT Manager. BMT is an unlisted special purpose trust established under a trust deed dated 1 September 2010. The principal activity of BMT is to invest in income producing real estate, which is used or substantially used for retail purposes with the primary objective of achieving an attractive level of return from rental income and for long-term capital growth. BMT holds an investment property, Bedok Mall.

## **Victory Office 1 Trust, Victory Office 2 Trust and Victory SR Trust**

On 30 August 2016, three private trusts namely Victory Office 1 Trust, Victory Office 2 Trust (the “**Victory Office Trusts**”) and Victory SR Trust (together with the Victory Office Trusts, the “**Victory Trusts**”) were constituted in relation to the redevelopment of Funan. CMT has entered into a conditional sale and purchase agreement with the trustees of the Victory Trusts to sell certain undivided shares in Funan to the respective Victory Trusts. The sale and purchase agreement was completed on 1 November 2016.

On 3 August 2017, CMT, through the CMT Trustee, entered into a conditional unit sale and purchase agreement to divest its entire unitholding interest in Victory SR Trust — which owns the serviced residence component in Funan — to Victory SR Pte. Ltd., a wholly-owned subsidiary of Ascott Serviced Residence (Global) Fund Pte. Ltd. The divestment was completed on 31 October 2017.

CMT, together with the Victory Trusts, jointly own and undertake to redevelop Funan which comprises a retail component (held through CMT), two office towers and serviced residences.

## **COMPETITIVE STRENGTHS**

### **(a) Strategically Located Quality Assets with Strong Tenant Base and High Occupancy Rates**

The Singapore Properties comprise 16 quality shopping malls, which are well diversified in the suburban areas and downtown core of Singapore. These shopping malls are well connected to public transportation hubs such as Mass Rapid Transit (“**MRT**”)/Light Rail Transit (“**LRT**”) stations and bus interchanges, and are strategically located either in areas with large population catchments or within Singapore’s popular shopping and tourist destinations.

In addition, the Singapore Properties are leased to well diversified tenants, which allow CMT to rely on many different trade sectors for rental income. In the CMT Manager’s opinion, these tenants underpin the stability of rental income from the Singapore Properties.

As at 31 December 2017, the portfolio occupancy rate of the Singapore Properties was 99.2%. The high occupancy rate reflects the properties’ strategic locations as well as the proactive management policies of the CMT Manager with respect to the renewal and replacement of tenants.

### **(b) Strong and Committed Significant Unitholder**

CMT is managed by an external manager, CapitaLand Mall Trust Management Limited, which is a wholly owned subsidiary of CL, one of Asia’s largest real estate companies headquartered and listed in Singapore. CL holds a significant unitholding interest in CMT.

CL is a long-term real estate developer and investor and has strong inherent interests in the performance of CMT. CL’s retention of a significant unitholding interest in CMT ensures its commitment to CMT and aligns its interests with other unitholders. The CMT Manager’s association with CL provides the following benefits, amongst others, to CMT:

- (i) stable pipeline of property assets through CL’s development activities;
- (ii) wider and better access to banking and capital markets on favourable terms;
- (iii) fund raising and treasury support; and
- (iv) access to a bench of experienced management talent.

CL, through its wholly owned subsidiaries, has an aggregate interest in approximately 29.43% of the Units as at the Latest Practicable Date.

**(c) Managed by an Experienced and Professional Management Team**

The CMT Manager is a wholly owned subsidiary of CL. It is able to tap on CL's unique integrated retail real estate platform, combining the best of retail real estate management and capital management capabilities. Through this platform, it can call upon a professional and experienced team of operations, project and asset managers who work closely and seamlessly with each other in managing shopping malls.

**(d) Strong Issuer Rating of "A2"**

CMT's "A2" issuer rating has been affirmed by Moody's. CMT's "A2" issuer rating reflects its leading position as Singapore's largest retail REIT. It is also based on CMT's portfolio of quality suburban and downtown core shopping malls located across Singapore. More importantly, CMT has been generating strong and stable income from its malls which consistently have a diversified tenant base and strong occupancy rates. The rating also takes into account CMT's strong track record of access to funding via both debt and equity markets and minimal refinancing risk from its proactive capital management.

**(e) Efficient Capital Management**

CMT has in place a capital management strategy and debt structure which are in line with the CMT Manager's aim to optimise returns to Unitholders. As at 31 December 2017, the aggregate leverage of the Group was at 34.2% and the average cost of debt for the financial year ended 31 December 2017 was 3.2%. As at 31 December 2017, 100% of the total asset value of the Group was unencumbered.

**GROWTH STRATEGIES**

The CMT Manager's principal investment strategy is to own and invest in quality income-producing assets which are used, or predominantly used, for retail purposes primarily in Singapore. In addition, the CMT Manager's key objectives are to deliver stable distributions and sustainable total returns to Unitholders.

The CMT Manager plans to achieve these key objectives through the following strategies:

**(a) Integrated Retail Real Estate Platform**

The CMT Manager is able to tap on CL's unique integrated retail real estate platform, combining the best of retail real estate management and capital management capabilities.

## Integrated Retail Real Estate Business Platform



### Retail Real Estate Management

### Retail Real Estate Capital Management



Through this platform, the CMT Manager can call upon a professional and experienced team of operations, project and asset managers who work closely and seamlessly with each other to:

- formulate medium and long-term strategies and initiatives to deliver sustainable returns;
- enhance shopping experiences to attract and increase shopper traffic;
- review space usage to optimise space productivity and income;
- manage lease renewals and new leases diligently to minimise rental voids;
- manage and monitor rental arrears to minimise bad debts;
- manage projects to ensure timely completion within budgets;
- manage and monitor property expenses to maximise net property income; and
- address all key operational issues to ensure alignment with the strategies of the CMT Manager.

### (b) Intrinsic Growth

Active asset management is important to CMT to capture opportunities for intrinsic growth. CMT's intrinsic growth has been achieved through:

- step-up rent;
- gross turnover rent, which is typically about 5.0% of CMT's gross revenue. This is a useful management tool which aligns CMT's interests with those of its tenants. Most of the leases at CMT's properties follow a rental structure which encompasses step-up rent plus a small component of gross turnover rent or a larger component of gross turnover rent only, whichever is higher;
- non-rental income from car parks, atrium space, advertisement panel space, casual leasing, vending machines and customer service counters; and
- improved rental rates for lease renewals and new leases.



### **(c) Innovative Asset Enhancement Initiatives**

Creative asset planning unlocks the potential value of CMT's malls to further propel growth by enhancing the retail environment and improving the attractiveness of the malls to shoppers and retailers. Diverse ways of increasing the yield and productivity of CMT's retail space include:

- decantation whereby lower-yield space is converted to higher-yield space;
- reconfiguring of retail units to optimise space efficiency;
- maximising the use of common areas, such as bridge space, and converting mechanical and electrical areas into leasable space; and
- upgrading amenities, enhancing the facade, adding play and rest areas, providing advice on shopfront design and creating better shopper circulation.

### **(d) Inviting Experiences**

To stay ahead of consumer trends, the CMT Manager constantly reinvents the retail experience with innovative shopping, dining and entertainment combinations, which help to maximise the sales of the tenants and generate growth through improved rental income. The increase in shopper traffic is generated through:

- alignment of tenant mix with current market trends, which ensures a consistently good combination of attractive and popular retail outlets in CMT's malls;
- new retail concepts which generate fresh excitement and positive sales;
- enhancing shoppers' experiences with a more pleasant, comfortable and exciting environment by improving connectivity to public amenities, upgrading restroom facilities, nursing rooms, children's playgrounds, designated water play areas with interactive features for children, alfresco dining areas and harnessing technological innovations;
- innovative marketing and promotional events to draw in the crowds as well as attractive loyalty programmes for shoppers to encourage repeat spending;
- attractive shopfronts and visual merchandising design ideas; and
- building strategic partnerships to strengthen retail experience.

### **(e) Instrumental Investments**

The ability to identify value-adding acquisitions, investments and greenfield development projects to add to the portfolio and further enhance its value is central to CMT's long-term sustainable growth.

CMT's investments must satisfy the investment criteria of:

- potential for growth in yield;
- rental sustainability; and
- potential for value creation.

### **(f) Intensive Capital and Risk Management**

The CMT Manager seeks to optimise returns to Unitholders while maintaining a strong capital base and credit rating to support CMT's growth.

Regular assessments of capital management policies are undertaken to ensure that they are adaptable to changes in economic conditions and the risk characteristics of CMT. The CMT Manager also monitors CMT's exposures to various risk elements by closely adhering to well-established management policies and procedures.

As part of CMT's proactive capital management, the CMT Manager is diversifying CMT's sources of funding and will continue to review CMT's debt profile to reduce financing risk.

## **DIRECTORS OF THE ISSUER**

### **MR TONY TAN TEE HIEONG**

Mr Tony Tan Tee Hieong was appointed as the Chief Executive Officer and Executive Non-Independent Director of CapitaLand Mall Trust Management Limited on 1 May 2017.

Prior to this appointment, Mr Tan was the Chief Executive Officer of CapitaLand Retail China Trust Management Limited from July 2010 to 31 March 2017. He has 26 years of combined experience in international treasury, finance and risk management in locally-listed companies and multinationals, with the last 10 years in real estate investment, asset management and capital market.

He has a Bachelor of Accountancy from the National University of Singapore and a Master of Business Administration (Distinction) from the University of Manchester.

### **MS TAN LEI KENG**

Ms Tan Lei Keng heads the finance team and is responsible for CMT's financial management functions and the sourcing and management of funds for CMT. She oversees matters involving treasury, accounting and capital management, ensuring alignment with CMT's investment strategy and its mall portfolio management, with a focus on driving revenue and delivering investment returns for CMT.

Prior to joining the CMT Manager, Ms Tan had extensive regional experience in finance with locally-listed as well as American-listed companies. She holds a Master of Business Administration from the University of South Florida and a Bachelor of Accountancy from the University of Singapore.

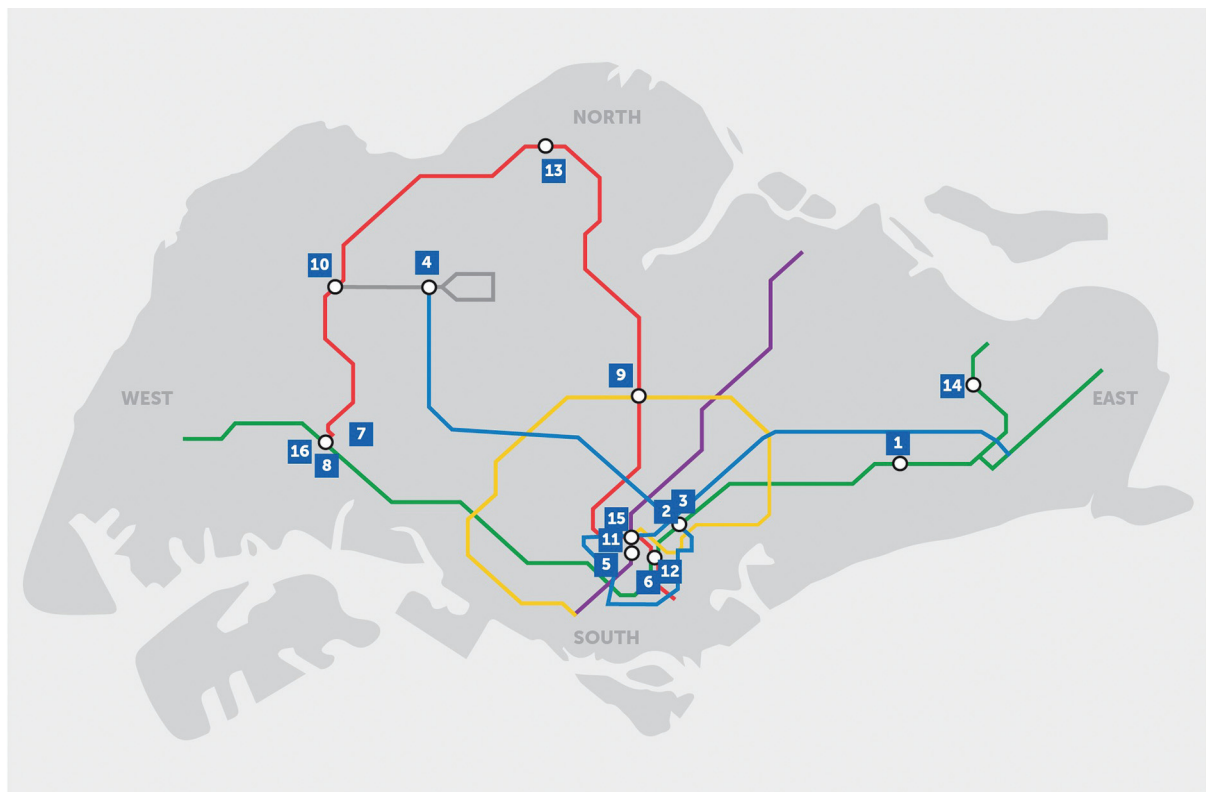
## PROPERTY PORTFOLIO

CMT's portfolio of 16 quality properties is well diversified in the suburban areas and downtown core of Singapore. The portfolio includes Tampines Mall, Junction 8, Funan, IMM Building, Plaza Singapura, Bugis Junction, Sembawang Shopping Centre, JCube, Raffles City Singapore (40.00% interest), Lot One Shoppers' Mall, Bukit Panjang Plaza (90 out of 91 strata lots), The Atrium@Orchard, Clarke Quay, Bugis+, Westgate (30.00% interest) and Bedok Mall (100.00% interest held through BMT).

The shopping malls are well connected to public transportation hubs such as MRT/LRT stations and bus interchanges. They are strategically located either in areas with large population catchments or within Singapore's popular shopping and tourist destinations.

The CMT Manager continues to strive to ensure that each shopping mall in CMT's portfolio optimises its financial performance, strengthens its market position as the leading mall serving its community, as well as provides the ideal shopping experience for its shoppers. This is achieved through a combination of active asset management, including asset enhancements, as well as innovative marketing and promotional activities.

### Location of CMT's Properties in Singapore





1. Bedok Mall



2. Bugis+



3. Bugis Junction



4. Bukit Panjang Plaza



5. Clarke Quay



6. Funan<sup>1</sup>



7. IMM Building



8. JCube



9. Junction 8



10. Lot One Shoppers' Mall



11. Plaza Singapura



12. Raffles City Singapore



13. Sembawang Shopping Centre



14. Tampines Mall



15. The Atrium@Orchard



16. Westgate



## Portfolio Summary

	Tampines Mall	Junction 8 <sup>1</sup>	Funan <sup>2</sup>	IMM Building	Plaza Singapura	Bugis Junction	Sembawang Shopping Centre
Gross Floor Area (sq ft)	507,408	376,042	766,000 <sup>4</sup>	1,426,504	757,203	577,025	206,087
Net Lettable Area (sq ft)	354,669	253,381	N.A.	Retail: 423,657 Warehouse: 537,108 Total: 960,765	482,311	396,544	143,631
Number of Leases	170	178	N.A.	562	243	236	76
Car Park Lots	637	305	N.A.	1,324	695	648	165
Land Tenure	Leasehold tenure of 99 years with effect from 1 September 1992	Leasehold tenure of 99 years with effect from 1 September 1991	Leasehold tenure of 99 years with effect from 12 December 1979	Leasehold tenure of 30 + 30 years with effect from 23 January 1989	Freehold	Leasehold tenure of 99 years with effect from 10 September 1990	Leasehold tenure of 999 years with effect from 26 March 1885
Acquisition Year	2002	2002	2002	2003	2004	2005	2005
Purchase Price (\$ million)	409.0	295.0	191.0	247.4	710.0	605.8	78.0
Market Valuation (\$ million)	1,045.0	735.0	360.0 <sup>6</sup>	641.0	1,283.0	1,068.0	126.0
As % of Portfolio Valuation	10.2%	7.2%	3.5%	6.2%	12.5%	10.4%	1.2%
Gross Revenue (\$ million)	79.3	58.8	N.A.	82.9	89.7	84.8	N.A. <sup>7</sup>
Net Property Income (\$ million)	58.3	42.1	(3.4)	57.2	66.7	61.1	N.A. <sup>7</sup>
Committed Occupancy	100.0%	100.0%	N.A.	Retail: 99.5% Warehouse: 88.6% Total: 93.4%	100.0%	99.3%	99.4%
Annual Shopper Traffic (million)	24.9	32.0	N.A.	15.7	26.1	40.4	5.1
Key Tenants (by gross rental income)	NTUC Enterprise, Isetan, H&M, Golden Village, Kopitiam	BHG, NTUC Enterprise, Auric Pacific, Best Denki, Golden Village	N.A.	Cold Storage, Best Denki, Kopitiam, Extra Space Jurong, Daiso	Golden Village, Cold Storage, Spotlight, Kopitiam, Yamaha	BHG, Auric Pacific, Cold Storage, Wing Tai Retail Management, Japan Foods Holding	Cold Storage, Yamaha, Auric Pacific, Daiso, DD Pte Ltd

N.A.: Not Applicable.

Data as at 31 December 2017.

Gross revenue, net property income and annual shopper traffic were for the year ended 31 December 2017.



JCube	Raffles City Singapore	Lot One Shoppers' Mall	Bukit Panjang Plaza	The Atrium@ Orchard	Clarke Quay	Bugis+	Westgate <sup>3</sup>	Bedok Mall
316,741	3,449,727	326,152	247,545	576,755	366,575	319,652	593,928	335,877
206,870	Retail: 427,462 Office: 381,380 Total: 808,842	219,841	163,405	Retail: 134,920 Office: 252,308 Total: 387,228	293,477	214,720	411,614	222,469
176	286	156	120	96	75	92	248	197
341	1,045	324	326	127	424	325	610	265
Leasehold tenure of 99 years with effect from 1 March 1991	Leasehold tenure of 99 years with effect from 16 July 1979	Leasehold tenure of 99 years with effect from 1 December 1993	Leasehold tenure of 99 years with effect from 1 December 1994	Leasehold tenure of 99 years with effect from 15 August 2008	Leasehold tenure of 99 years with effect from 13 January 1990	Leasehold tenure of 60 years with effect from 30 September 2005	Leasehold tenure of 99 years with effect from 29 August 2011	Leasehold tenure of 99 years with effect from 21 November 2011
2005	2006	2007	2007	2008	2010	2011	2011 <sup>5</sup>	2015
68.0	2,166.0 (100.00%) 866.4 (40.00% interest)	243.8	161.3	839.8	268.0	295.0	969.0 (100.00%) 290.7 (30.00% interest)	780.0
288.0	3,260.0 (100.00%) 1,304.0 (40.00% interest)	532.0	324.0	750.0	393.0	345.0	965.0 (100.00%) 289.5 (30.00% interest)	781.0
2.8%	12.7%	5.2%	3.2%	7.3%	3.8%	3.4%	2.8%	7.6%
N.A. <sup>7</sup>	92.0 (40.00% interest)	44.2	28.6	49.5	38.4	32.9	21.0 (30.00% interest)	54.4
N.A. <sup>7</sup>	70.1 (40.00% interest)	30.9	18.3	37.9	23.5	23.6	14.7 (30.00% interest)	39.3
94.3%	Retail: 99.9% Office: 96.4% Total: 98.3%	100.0%	98.7%	Retail: 96.0% Office: 100.0% Total: 98.6%	98.8%	100.0%	98.0%	99.2%
12.9	31.6	16.9	12.4	25.5	12.3	21.5	49.4	19.6
Shaw Theatre, Kopitiam, NTUC Enterprise, Singapore Sports Council, Hanbaobao	Robinson & Co., Minor Food Group, Auric Pacific, Cold Storage, Cortina Watch Pte Ltd	NTUC Enterprise, Auric Pacific, Courts, BHG, Euro Group	NTUC Enterprise, Kopitiam, KFC/Pizza Hut, Hanbaobao, National Library Board	Temasek Holdings, Wing Tai Retail Management, Fullerton Fund Mgt, Creative Eateries, Standard Chartered Bank	The Quayside Group, Shanghai Dolly, Katrina Holdings, VLV Pte Ltd, Zouk	Hansfort Investment, Wing Tai Retail Management, RSH Singapore, Fast Future Brands Singapore, Diamond Dining Singapore	Isetan, BreadTalk, Samsung, Fitness First, Euro Group	NTUC Enterprise, Wing Tai Retail Management, BreadTalk, Hanbaobao, Cotton On Singapore

1 Excludes Community and Sports Facilities Scheme (CSFS) space for gross floor area, net lettable area and committed occupancy.

2 Funan was closed on 1 July 2016 for redevelopment.

3 All information (except the purchase price) reflects only the retail component of the integrated development. The purchase price reflects the total land price of the integrated retail and office development.

4 The gross floor area is an approximate figure which includes CSFS space and excludes the serviced residence component after the completion of the divestment of all the units of Victory SR Trust on 31 October 2017.

5 Refers to the year in which the development site was acquired.

6 As the property is undergoing redevelopment into an integrated development, the value reflected is the total residual land value of the retail and office components of the integrated development.

7 For Sembawang Shopping Centre and JCube, the gross revenue and net property income for the year ended 31 December 2017 were S\$38.9 million and S\$22.7 million respectively.

## TRADE SECTOR ANALYSIS

CMT's portfolio is well diversified and leverages on many different trade sectors for rental income. As at 31 December 2017, Food & Beverage remained the largest contributor to gross rental income at 31.0% of the total portfolio. Fashion remained the second largest contributor to gross rental income at 12.4%.

Approximately 80.0% of CMT's malls in the portfolio caters to the necessity shopping segment, in terms of gross revenue and asset valuation.

### ▼ Breakdown of CMT Portfolio<sup>1</sup> by Trade Sector

(For the month of December 2017)

	% of Gross Rental Income <sup>2</sup>
Food & Beverage	31.0
Fashion	12.4
Beauty & Health	11.4
Department Store	6.3
Gifts & Souvenirs / Toys & Hobbies / Books & Stationery / Sporting Goods	5.1
Leisure & Entertainment / Music & Video <sup>3</sup>	4.6
Services	4.3
Supermarket	4.3
Shoes & Bags	4.2
Office	3.2
Information Technology & Telecommunications	3.1
Home Furnishing	2.6
Jewellery & Watches	2.4
Electrical & Electronics	1.6
Education	1.5
Warehouse	1.4
Others <sup>4</sup>	0.6
<b>Total</b>	<b>100.0</b>

1 Includes CMT's 40.00% interest in Raffles City Singapore (excluding hotel lease), CMT's 30.00% interest in Westgate and excludes Funan which was closed on 1 July 2016 for redevelopment.

2 Excludes gross turnover rent.

3 Includes tenants approved as thematic dining, entertainment and a performance centre in Bugis+.

4 Others include Art Gallery and Luxury.

## PORTFOLIO LEASE EXPIRY PROFILE

CMT's tenants typically have three-year lease terms. The portfolio lease expiry profile remained evenly spread out as at 31 December 2017, with 28.1% and 30.7% of the leases by gross rental income due for renewal in 2018 and 2019 respectively. The portfolio weighted average lease expiry by gross rental income was 1.9 years. For new leases in 2017, the weighted average lease expiry based on the date of commencement of the leases was 2.5 years and accounted for 33.1% of the leases by gross rental income.

### Portfolio Lease Expiry Profile<sup>1</sup>

(As at 31 December 2017)

	Number of Leases	% of Gross Rental Income <sup>2</sup>
2018	1,017 <sup>3</sup>	28.1
2019	932	30.7
2020	780	25.6
2021	136	8.1
2022	35	6.6
2023 and beyond	11	0.9
<b>Total</b>	<b>2,911</b>	<b>100.0</b>

1 Based on committed leases. Includes CMT's 40.00% interest in Raffles City Singapore (excluding hotel lease), CMT's 30.00% interest in Westgate and excludes Funan which was closed on 1 July 2016 for redevelopment.

2 Based on the month in which the lease expires and excludes gross turnover rent.

3 Of which 871 leases are retail leases.

### Portfolio Lease Expiry Profile for 2018<sup>1</sup>

(As at 31 December 2017)

Property	Number of Leases	% of Property NLA <sup>2</sup>	% of Property Income <sup>3</sup>
Tampines Mall	68	24.4	29.9
Junction 8	49	13.6	22.5
IMM Building <sup>4</sup>	244	29.8	41.3
Plaza Singapura	85	22.1	27.9
Bugis Junction	56	16.0	18.8
Raffles City Singapore <sup>4</sup>	64	12.2	17.6
Lot One Shoppers' Mall	56	59.5	44.0
Bukit Panjang Plaza	43	44.9	44.8
The Atrium@Orchard <sup>4</sup>	34	10.5	18.7
Clarke Quay	19	17.2	21.2
Bugis+	39	38.4	38.4
Westgate	78	27.7	23.5
Bedok Mall	35	17.9	17.0
Other assets <sup>5</sup>	147	34.4	44.8
<b>CMT Portfolio</b>	<b>1,017<sup>6</sup></b>	<b>23.9</b>	<b>28.1</b>

1 Based on committed leases. Includes CMT's 40.00% interest in Raffles City Singapore (excluding hotel lease), CMT's 30.00% interest in Westgate and excludes Funan which was closed on 1 July 2016 for redevelopment.

2 As a percentage of NLA for each respective property as at 31 December 2017.

3 As a percentage of gross rental income for each respective property and excludes gross turnover rent.

4 Includes non-retail leases for IMM Building, Raffles City Singapore and The Atrium@Orchard.

5 Includes Sembawang Shopping Centre and JCube.

6 Of which 871 leases are retail leases.

## THE CMT TRUSTEE, THE CMT MANAGER AND THE PROPERTY MANAGERS

### THE CMT TRUSTEE

The trustee of CMT is HSBC Institutional Trust Services (Singapore) Limited (“**HSBCITS**”). HSBCITS is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act, Chapter 336 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under the SFA. As at the date of this Information Memorandum, HSBCITS has a paid-up capital of S\$5,150,000. HSBCITS has a place of business in Singapore at 21 Collyer Quay, #13-02, HSBC Building, Singapore 049320.

HSBCITS is an indirect wholly owned subsidiary of HSBC Holdings plc, a public company incorporated in England and Wales.

### Powers, Duties and Obligations of the CMT Trustee

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

- (1) acting as trustee of CMT and, in such capacity, safeguarding the rights and interests of the Unitholders;
- (2) holding the assets comprised in CMT on the trusts contained in the CMT Trust Deed for the benefit of the Unitholders; and
- (3) exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets comprised in CMT.

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

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

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

- (1) a person or entity to exercise any of its powers or perform its obligations; and
- (2) on the recommendation of the CMT Manager, any real estate agents or managers, including a Related Party of the CMT Manager, in relation to the management, development, leasing, purchase or sale of any of the real estate assets and real estate-related assets.

“**Related Party**” means an “interested person” as defined in the Listing Manual and/or, as the case may be, an “interested party” as defined in the Property Funds Appendix.

The CMT Trustee must carry out its functions and duties and comply with all the obligations imposed on it and set out in the CMT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the various tax rulings issued by the IRAS including the Tax Rulings and all other relevant laws. It must retain assets comprised in CMT, or cause such assets to be retained in safe custody and cause accounts in respect of CMT to be audited. It can appoint valuers to value the real estate assets and real estate-related assets comprised in CMT. The CMT Trustee is not personally liable to a Unitholder, a Noteholder or the Trustee in connection with the office of the CMT Trustee except in respect of its own fraud, negligence, breach of trust or breach of the CMT Trust Deed. Any

liability incurred and any indemnity to be given by the CMT Trustee shall be limited to the assets comprised in CMT over which the CMT Trustee has recourse, provided that the CMT Trustee has acted without fraud, negligence, wilful default, breach of trust or breach of the CMT Trust Deed. The CMT Trust Deed contains certain indemnities in favour of the CMT Trustee under which it will be indemnified out of the assets comprised in CMT for liability arising in connection with certain acts or omissions. These indemnities are subject to all applicable laws.

### **Retirement and Replacement of the CMT Trustee**

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

- (1) The CMT 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 CMT Trust Deed).
- (2) The CMT Trustee may be removed by notice in writing to the CMT Trustee by the CMT Manager in any of the following events:
  - (i) if the CMT Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the CMT Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the CMT Trustee;
  - (ii) if the CMT Trustee ceases to carry on business;
  - (iii) if the CMT Trustee fails or neglects after reasonable notice from the CMT Manager to carry out or satisfy any duty imposed on the CMT Trustee by the CMT Trust Deed;
  - (iv) if the Unitholders by a resolution proposed and duly passed as such by a majority consisting of 75.00% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the CMT Trust Deed (an “**Extraordinary Resolution of the Unitholders**”), and of which at least 21 days’ notice has been given to the CMT Trustee and the CMT Manager, shall so decide; or
  - (v) if the MAS directs that the CMT Trustee be removed.

### **CMT Trustee’s Fees**

Under the CMT Trust Deed, the maximum fee payable to the CMT Trustee is 0.1% per annum of the value of the Deposited Property. The actual fee payable to the CMT Trustee will be determined between the CMT Manager and the CMT Trustee from time to time.

Any increase in the maximum permitted amount or any change in the structure of the CMT Trustee’s fee must be passed by an Extraordinary Resolution of the Unitholders.

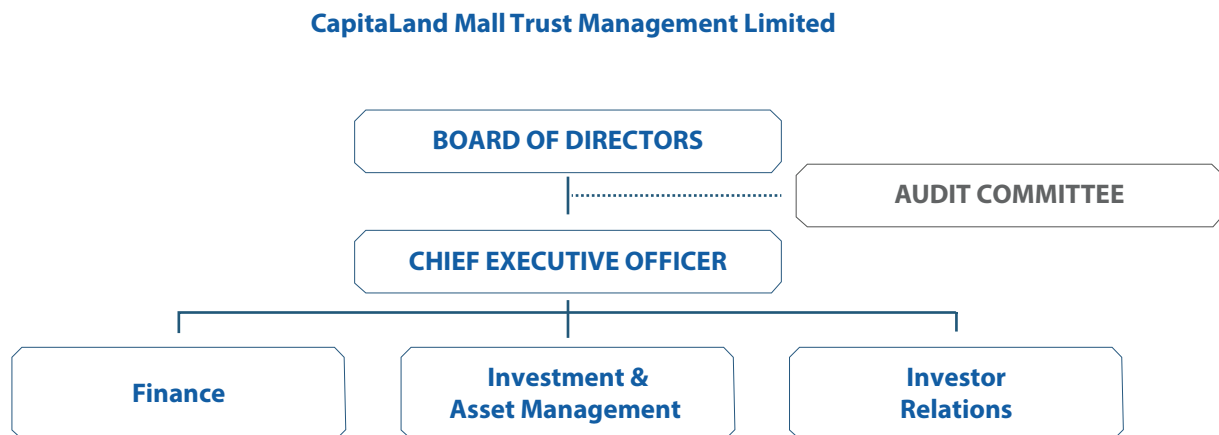
### **THE CMT MANAGER**

CMT is constituted as a trust and is externally managed by the CMT Manager. The CMT Manager appoints experienced and well-qualified management to run its day-to-day operations. All directors and employees of the CMT Manager are remunerated by the CMT Manager, and not by CMT.

The CMT Manager was appointed as manager of CMT in accordance with the terms of the CMT Trust Deed. The CMT Trust Deed also outlines certain circumstances under which the CMT Manager can be removed by notice in writing given by the CMT Trustee upon the occurrence of certain events, including by a resolution passed by a simple majority of Unitholders present and voting at a meeting of Unitholders duly convened and held in accordance with the provisions of the CMT Trust Deed.

The CMT Manager, CapitaLand Mall Trust Management Limited, is a wholly owned subsidiary of CL, one of Asia's largest real estate companies headquartered and listed in Singapore.

## Organisation Structure



The CMT Manager's powers, duties and obligations are set out in the CMT Trust Deed. The CMT Manager has general powers of management over the assets of CMT.

The CMT Manager's primary responsibility is to manage the assets and liabilities of CMT for the benefit of Unitholders. The CMT Manager's focus is on generating rental income and enhancing asset value over time so as to maximise the returns from the investments, and ultimately the distributions and total returns to Unitholders.

The CMT Manager sets the strategic direction of CMT and makes recommendations to the CMT Trustee on any investment or divestment opportunities for CMT and the enhancement of the assets of CMT in accordance with the stated investment strategy for CMT. The research, evaluation and analysis required for this purpose are co-ordinated and carried out by the CMT Manager. The CMT Manager is also responsible for the risk management of CMT.

Other functions and responsibilities of the CMT Manager include:

- using its best endeavours to conduct CMT's business in a proper and efficient manner;
- preparing annual business plans for review by the directors of the CMT Manager. Such plans typically contain forecasts on revenue, net income and capital expenditure, explanations on major variances to previous years' financial results, written commentaries on key issues and underlying assumptions on rental rates, operating expenses and any other relevant assumptions;
- ensuring compliance with relevant laws and regulations, including the Listing Manual, the CIS Code, the SFA, written directions, notices, codes and other guidelines that MAS may issue from time to time and the Tax Rulings;
- attending to all regular communications with Unitholders; and
- supervising the CMT Property Manager, which performs the day-to-day property management functions (including leasing, marketing, promotion, co-ordination and property management) for the Singapore Properties; with regard to RCS, which is held by CMT and CCT in the proportions of 40.00% and 60.00% respectively, the CMT Property Manager holds 40.00% interest in the RCS Property Manager which provides property management services to RCS with CapitaLand Commercial Management Pte. Ltd., the property manager of the properties owned by CCT, holding the other 60.00%. As a result of its interest in the RCS Property Manager, the CMT Property Manager is able to play a key role in directing the property management function for RCS.



## **Removal and Retirement of the CMT Manager**

The CMT Manager shall have power to retire in favour of a corporation approved by the CMT Trustee upon and subject to such corporation entering into such deed or deeds as the CMT Trustee may be advised to be necessary or desirable to be entered into by such corporation in order to secure the due performance of its duties as the manager of CMT.

Upon such deed or deeds being entered into and upon payment to the CMT Trustee of all sums due by the retiring CMT Manager to the CMT Trustee under the CMT Trust Deed at the date thereof, the retiring CMT Manager shall be absolved and released from all further obligations thereunder but without prejudice to the rights of the CMT Trustee, or of any Unitholder, former Unitholder, Depositor, former Depositor or other person in respect of any act or omission prior to such retirement.

Subject to Section 295 of the SFA, the CMT Manager shall be subject to removal by notice in writing given by the CMT Trustee in any of the following events:

- (i) if the CMT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the CMT Trustee) or if a receiver is appointed over any of its assets or a judicial manager is appointed in respect of the CMT Manager;
- (ii) if the CMT Manager ceases to carry on business;
- (iii) if the CMT Manager fails or neglects after reasonable notice from the CMT Trustee to carry out or satisfy any obligations imposed on the CMT Manager by the CMT Trust Deed;
- (iv) if the Unitholders or (as the case may be) the Depositors by a resolution passed by a simple majority of the Unitholders or (as the case may be) the Depositors present and voting (with no Unitholders or (as the case may be) Depositors being disenfranchised) at a meeting of Unitholders duly convened and held in accordance with the provisions contained in the schedule to the CMT Trust Deed, decide that the CMT Manager is to be removed;
- (v) for good and sufficient reason that the CMT Trustee is of the opinion, and so states in writing, that a change of manager of CMT is desirable in the interests of the Unitholders provided that if the CMT Manager within one month after such statement expresses its dissatisfaction in writing with such opinion, the matter shall then forthwith be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore before three arbitrators, the first of whom shall be appointed by the CMT Manager, the second of whom shall be appointed by the CMT Trustee and the third of whom shall be appointed by the President for the time being of the Singapore Exchange Limited (failing which the appointment of the third arbitrator shall be jointly appointed by the CMT Manager and the CMT Trustee) and any decision made pursuant thereto shall be binding upon the CMT Manager and the CMT Trustee and the Unitholders; and
- (vi) if the MAS directs the CMT Trustee to remove the CMT Manager.

## **The CMT Board**

The CMT Board is responsible for the CMT Manager's corporate governance standards and policies. The CMT Board is supported by the CMT Board committees and appropriate delegation of authority, and approval sub-limits are also provided at management level to optimise operational efficiency.

## **THE PROPERTY MANAGERS**

The CMT Property Manager, a wholly owned subsidiary of CL, performs the day-to-day property management functions for the Singapore Properties, excluding RCS. The CMT Property Manager

holds a 40.00% interest in the RCS Property Manager, which performs the day-to-day property management functions for RCS. CapitaLand Commercial Management Pte. Ltd., which is the property manager of the properties owned by CCT, holds the other 60.00%.

### **The Property Managers' Services**

The services provided by each of the Property Managers for each property under its management include the following:

- establishing (for the approval of the CMT Trustee or, as the case may be, HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee-manager of RCS Trust) (the “**RCS Trust Trustee-Manager**”)), following the recommendation of the CMT Manager or, as the case may be, the RCS management committee, which is the committee comprising representatives from CMT and CCT to, *inter alia*, perform the obligations of the manager of RCS Trust (the “**RCS Management Committee**”)) operating budgets and annual plans for the operation, management, marketing and maintenance of the property;
- operating and maintaining the property in accordance with budgets and plans (and revisions thereof) approved by the CMT Trustee or, as the case may be, the RCS Trust Trustee- Manager, following the recommendation of the CMT Manager or, as the case may be, the RCS Management Committee;
- planning and co-ordinating marketing and promotional programmes;
- recommending leasing strategies and negotiating leases, licences and concessions;
- supervising, directing and controlling all collections and receipts, and making payments and disbursements for the operation, maintenance, management and marketing of the property;
- lease administration;
- with the assistance of insurance brokers or insurance advisers, co-ordinating, reviewing and maintaining at all times certain insurance coverage; and
- maintaining books of accounts and records in respect of the operation of the property.

## SELECTED FINANCIAL INFORMATION

The following tables set forth selected audited financial information of the Group as at the end of and for FY 2016 and FY 2017. This selected financial information should be read in conjunction with the audited financial statements of the Group for FY 2017 and the notes thereto, which are incorporated by reference in this Information Memorandum.

The audited financial statements of the Group have been prepared in accordance with the recommendations of *Statement of Recommended Accounting Practice 7 "Reporting Framework for Unit Trusts"* issued by the Institute of Singapore Chartered Accountants.

### Statements of Total Return and Distribution Statements

#### Statements of Total Return

	FY 2017 S\$'000	FY 2016 S\$'000
Gross revenue	682,469	689,732
Property operating expenses	(204,235)	(210,053)
<b>Net property income</b>	<b>478,234</b>	<b>479,679</b>
Interest and other income	10,078	11,331
Management fees	(45,051)	(44,619)
Trust expenses	(3,871)	(4,367)
Finance costs	(104,099)	(106,318)
<b>Net income before share of results of associate and joint ventures</b>	<b>335,291</b>	<b>335,706</b>
Share of results (net of tax) of:		
– Associate	18,832	14,504
– Joint Ventures	51,541	52,347
<b>Net income</b>	<b>405,664</b>	<b>402,557</b>
Net change in fair value of investment properties	233,012	68,503
Net change in fair value of investment properties under development	19,681	–
Dilution loss of interest in associate	(550)	(634)
<b>Total return for the year before taxation</b>	<b>657,807</b>	<b>470,426</b>
Taxation	(159)	(1,026)
<b>Total return for the year</b>	<b>657,648</b>	<b>469,400</b>

#### Distribution Statements

	FY 2017 S\$'000	FY 2016 S\$'000
<b>Net income before share of results of associate and joint ventures</b>	<b>335,291</b>	<b>335,706</b>
Net effect of non-tax chargeable items	(6,421)	(5,418)
Distributions from associate	17,179	12,945
Distributions from joint ventures	63,891	79,632
Rollover adjustment	129	426
Net loss from subsidiaries	2,934	1,077
<b>Amount available for distribution to Unitholders</b>	<b>413,003</b>	<b>424,368</b>
<b>Distributable income to Unitholders</b>	<b>395,824</b>	<b>394,323</b>

## Statements of Financial Position

	31 Dec 2017 S\$'000	31 Dec 2016 S\$'000
<b>Non-current assets</b>		
Plant & equipment	2,120	2,409
Investment properties	8,311,000	8,064,000
Investment properties under development	459,386	444,997
Interest in associate	194,389	191,313
Interests in joint ventures	937,895	944,149
Financial derivatives	14,953	162,685
Other asset	137	–
<b>Total non-current assets</b>	<b>9,919,880</b>	<b>9,809,553</b>
<b>Current assets</b>		
Trade & other receivables	32,399	33,717
Cash & cash equivalents	522,745	483,462
Financial derivatives	29,418	–
<b>Total current assets</b>	<b>584,562</b>	<b>517,179</b>
<b>Total assets</b>	<b>10,504,442</b>	<b>10,326,732</b>
<b>Current liabilities</b>		
Trade & other payables	155,588	160,337
Current portion of security deposits	57,619	54,722
Short-term borrowings	534,692	250,000
Provision for taxation	302	1,169
<b>Total current liabilities</b>	<b>748,201</b>	<b>466,228</b>
<b>Non-current liabilities</b>		
Financial derivatives	77,013	30,945
Long-term borrowings	2,648,409	3,038,312
Non-current portion of security deposits	98,113	99,025
Other payables	4,661	–
<b>Total non-current liabilities</b>	<b>2,828,196</b>	<b>3,168,282</b>
<b>Total liabilities</b>	<b>3,576,397</b>	<b>3,634,510</b>
<b>Net assets</b>	<b>6,928,045</b>	<b>6,692,222</b>
<b>Unitholders' funds</b>	<b>6,928,045</b>	<b>6,692,222</b>

### FY 2017 vs FY 2016

Gross revenue for FY 2017 was S\$682.4 million, a decrease of S\$7.3 million or 1.1% from FY 2016. The decrease was mainly due to Funan as the mall ceased its operations for redevelopment from 1 July 2016 and lower rental rates achieved for new and renewed leases as well as lower occupancy for Bedok Mall. This was partially offset by higher rental achieved for IMM, JCube and Clarke Quay.

Property operating expenses for FY 2017 were S\$204.2 million, a decrease of S\$5.8 million or 2.8% from FY 2016. Excluding Funan, the property operating expenses were S\$1.6 million lower than FY 2016. This was mainly due to lower utilities expenses partially offset by higher property tax.

Management fees at S\$45.1 million were S\$0.4 million or 1.0% higher than FY 2016.

Finance costs for FY 2017 of S\$104.1 million were S\$ 2.2 million or 2.1% lower than FY 2016. This was mainly due to the refinancing of two series of Notes issued under the MTN Programme of

S\$100.0 million and S\$150.0 million in March 2017 and September 2017 respectively at lower interest rates and utilisation of the proceeds from the divestment of Victory SR Trust to repay the bank borrowings in November 2017.

In 2017, the Issuer issued two series of Singapore dollar denominated notes under the MTN Programme as follows:

1. S\$100.0 million 6-year fixed rate notes at 2.80% per annum on 13 March 2017; and
2. S\$100.0 million 10-year fixed rate notes at 2.88% per annum on 10 November 2017.

The above fixed rate notes were used to partially repay CMT's borrowings in 2017.

Distribution for FY 2017 was S\$395.8 million, an increase of S\$1.5 million or 0.4% compared to FY 2016. The increase was mainly attributable to lower finance costs and higher distribution from joint ventures.

CMT had retained capital distribution and tax-exempt income of S\$17.2 million received from CRCT for general corporate and working capital purposes.

## **SUBSCRIPTION, PURCHASE AND DISTRIBUTION**

The Programme Agreement provides for Notes to be offered from time to time through one or more Dealers. The price at which a Series or Tranche will be issued will be determined prior to its issue between the Issuer and the relevant Dealer(s). The obligations of the Dealer under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. The Dealer (acting as principal) will subscribe or procure subscribers for Notes from the Issuer pursuant to the Programme Agreement. The Issuer may from time to time agree with the relevant Dealer(s) that the Issuer may pay certain third parties (including, without limitation, rebates to private banks as specified in the applicable Pricing Supplement).

The Dealers and their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Dealers may have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its subsidiaries, jointly controlled entities or associated companies from time to time. In the ordinary course of their various business activities, the Dealers and their affiliates may make or hold (on their own account, on behalf of clients or in their capacity of 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 for the accounts of their customers 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 securities activities may involve securities and instruments of the Issuer or its subsidiaries, jointly controlled entities or associated companies, including Notes issued under the MTN Programme, may be entered into at the same time or proximate to offers and sales of Notes or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Notes. Notes issued under the MTN Programme may be purchased by or be allocated to any Dealer or an affiliate for asset management and/or proprietary purposes but not with a view to distribution. Such persons do not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

### **United States of America**

In respect of Notes offered or sold in reliance on Category 1 as specified in the applicable Pricing Supplement, the Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed and each further Dealer appointed under the MTN Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment except in accordance with Rule 903 of Regulation S under the Securities Act.

In respect of Notes offered or sold in reliance on Category 2 as specified in the applicable Pricing Supplement, the Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Each Dealer has represented and agreed, and each further Dealer appointed under the MTN Programme will be required to represent and agree, that it will not offer, sell or deliver such Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the MTN Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers



and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph shall have the same meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph shall have the same meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

In addition, until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes 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.

### **European Economic Area**

Each Dealer has represented and agreed, and each further Dealer appointed under the MTN Programme will be required to represent and agree, that no offers or sales of the Notes will be made in, or to any person domiciled in, or having their registered office located in, any jurisdiction within the European Union or any member of the European Economic Area other than the United Kingdom.

### **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the MTN Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Japan**

The Notes 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 MTN Programme will be required to represent and agree, that it will not offer or sell any Notes, 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 and agreed, and each further Dealer appointed under the MTN Programme will be required to represent and agree, that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

## Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the MTN Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the MAS and the Notes will be issued in Singapore pursuant to an exemption under Section 274 and/or Section 275 of the SFA. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the MTN Programme will be required to represent and agree, that it will not offer or sell, nor will it circulate or distribute this Information Memorandum or any other offering document or material relating to the Notes, directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:
  - (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
  - (2) where no consideration is or will be given for the transfer;

- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

## **General**

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will comply with all laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or any interest therein or rights in respect thereof or has in its possession or distributes, any other document or any Pricing Supplement.

No Dealer will directly or indirectly offer, sell or deliver Notes or any interest therein or rights in respect thereof or distribute or publish any prospectus, circular, advertisement or other offering material (including, without limitation, the Information Memorandum) in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes or any interest therein or rights in respect thereof by it will be made on the foregoing terms. In connection with the offer, sale or delivery by any Dealer of any Notes or any interest therein or rights in respect thereof, the Issuer shall not have responsibility for, and each Dealer will obtain, any consent, approval or permission required in, and each Dealer will comply with the laws and regulations in force in, any jurisdiction to which it is subject or from which it may make any such offer or sale.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such underwriter or such affiliate on behalf of the Issuer in such jurisdiction.

*Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Notes or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any relevant time.*

## CLEARING AND SETTLEMENT

### Clearance and Settlement under the Depository System

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (“**Depository System**”) maintained by CDP. Notes that are to be listed on the SGX-ST may be cleared through CDP.

CDP, a wholly owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a Global Note for persons holding the Notes in securities accounts with CDP (“**Depositors**”). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Notes through the Depository System may only be effected through certain corporate depositors (“**Depository Agents**”) approved by CDP under the Companies Act to maintain securities sub-accounts and to hold the Notes in such securities sub-accounts for themselves and their clients. Accordingly, Notes for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding the Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Guarantor, the Issuing and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

### Clearance and Settlement under Euroclear and/or Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing

corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the relevant issuing and paying agent, to the cash accounts of the relevant Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

## TAXATION

### SINGAPORE TAXATION

*The statements made below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the IRAS and the MAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, administrative guidelines or circulars, or in the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all of the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive tax incentive(s)) may be subject to special rules or tax rates. The statements below should not be regarded as advice on the tax position of any holder of the Notes or of any person subscribing for, acquiring, owning, disposing or otherwise dealing with the Notes or on any tax implications arising from the subscription, acquisition, sale or other dealings in respect of the Notes. Holders and prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the subscription for, acquisition, holding or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Guarantor, the Arranger, the Dealers or any other persons involved in the MTN Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, acquisition, holding or disposal of the Notes.*

#### 1. Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.00% final withholding tax described below) to non-resident persons (other than non-resident individuals) is 17.00%. The applicable rate for non-resident individuals is 22.00%. 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 15.00%. The rate of 15.00% 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 and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

The terms “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 references to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure shall have the same meaning as defined in the ITA.

In addition, as the MTN Programme as a whole was arranged by Standard Chartered Bank, which was a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) at the time of establishment of the MTN Programme, any tranche of the Notes issued during the period from the date of this Information Memorandum to 31 December 2018<sup>1</sup> (“**Relevant Notes**”) would be, pursuant to the ITA and the Income Tax (Qualifying Debt Securities) Regulations (the “**QDS Regulations**”), “qualifying debt securities” for the purposes of the ITA, to which the following treatments shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the furnishing to the MAS by the Issuer, or such other person as the MAS may direct, of a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost is derived from the Relevant Notes by any person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for “qualifying debt securities” shall not apply if such person acquires such Relevant Notes using funds from that person’s Singapore operations), 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 by a holder who is not resident in Singapore and who

<sup>1</sup> It was announced in the Singapore Budget Statement 2018 that the Qualifying Debt Securities Scheme will be extended to 31 December 2023, subject to details to be announced by the MAS.

(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 operations, are exempt from Singapore income tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing to the MAS by the Issuer, or such other person as the MAS may direct, of a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes derived by any company or body of persons (as defined in the ITA), other than any non-resident who qualifies for the tax exemption as described in paragraph (i) above, is subject to income tax at a concessionary rate of 10.00%; and

(iii) subject to:

(aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and

(bb) the Issuer, or such other person as the MAS may direct, furnishing to the MAS a return on debt securities for the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

Qualifying Income derived from the Relevant Notes is not subject to withholding of tax by the Issuer.

However, notwithstanding the foregoing:

(A) if during the primary launch of the Relevant Notes, such Relevant Notes are issued to fewer than four persons and 50.00% or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer or the CMT Manager, such Relevant Notes would not qualify as “qualifying debt securities”; and

(B) even though the Relevant Notes are “qualifying debt securities”, if, at any time during the tenure of such Relevant Notes, 50.00% or more of the issue of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by related parties of the Issuer or the CMT Manager, Qualifying Income derived from such Relevant Notes derived by:

(I) any related party of the Issuer or the CMT Manager; or

(II) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer or the CMT Manager,

shall not be eligible for the tax exemption or concessionary rate of tax of 10.00% 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 (i.e. the Qualifying Income) is derived from the Relevant Notes by any person who is not tax resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for “qualifying debt securities” shall not apply if such person acquires such Relevant Notes with funds from the Singapore operations.

Notwithstanding that the Issuer is permitted to make payments of interest, discount income, prepayment fee, redemption premium and break cost in respect of the Relevant Notes without deduction or withholding of tax under Section 45 or Section 45A of the ITA, any person whose Qualifying Income (whether it is interest, discount income, prepayment fee, redemption premium or break cost) 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.

The 10.00% concessionary tax rate for “qualifying debt securities” does not apply to persons who have been granted the financial sector incentive (standard-tier) status (within the meaning of Section 43N of the ITA).

There is an enhancement to the Qualifying Debt Securities Scheme known as the Qualifying Debt Securities Plus Scheme (“**QDS Plus Scheme**”)<sup>1</sup>. Under the QDS Plus Scheme, subject to certain conditions having been fulfilled (including the furnishing to the MAS by the Issuer, or such other person as the MAS may direct, of a return on debt securities in respect of the “qualifying debt securities” within such period as the MAS may specify and such other particulars in connection with the “qualifying debt securities” as the MAS may require), income tax exemption is granted on Qualifying Income derived by any investor from “qualifying debt securities” (excluding Singapore Government Securities) which:

- (a) are issued during the period from 16 February 2008 to 31 December 2018;
- (b) have an original maturity date of not less than 10 years;
- (c) either:
  - (i) if issued before 28 June 2013, cannot be redeemed, converted, called or exchanged within 10 years from the date of their issue; or
  - (ii) if issued on or after 28 June 2013, cannot have their tenure shortened to less than 10 years from the date of their issue, except under such circumstances as may be prescribed by regulations; and
- (d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

Under the QDS Regulations, the circumstances under which the tenure of the “qualifying debt securities” may be shortened to less than 10 years from the date of its issue for purposes of the QDS Plus Scheme are those as a result of any early termination pursuant to an early termination clause which the Issuer has included in any offering document for the “qualifying debt securities” and which falls within the types of early termination clause prescribed in the QDS Regulations. The prescribed types of early termination clause include change in tax law, default event, change of control or change of shareholding and change in listing status of an issuer or trading disruption.

The QDS Regulations also provide that the circumstances under which the tenure of the “qualifying debt securities” may be shortened to less than 10 years from the date of its issue

---

<sup>1</sup> It was announced in the Singapore Budget Statements 2018 that the QDS Plus Scheme will lapse after 31 September 2018.

apply only to “qualifying debt securities” which does not contain any call, put, conversion, exchange or similar option that can be triggered at specified dates or at specified prices which have been priced into the value of the “qualifying debt securities” at the time of its issue. “Qualifying debt securities” which contains any such terms or features will not be able to rely on the circumstances under which the tenure may be shortened to less than 10 years to enjoy the tax exemption under the QDS Plus Scheme.

Where the shortening of the tenure of the “qualifying debt securities” to less than 10 years occurs under the circumstances prescribed by the QDS Regulations, the tax exemption under the QDS Plus Scheme shall not apply to Qualifying Income derived on or after the date on which the tenure of any portion of the “qualifying debt securities” is shortened to less than 10 years from the date of its issue. Holders of any outstanding “qualifying debt securities” may still enjoy the tax benefits under the qualifying debt securities scheme, i.e. tax exemption or concessionary rate of tax of 10.00% as applicable, if the “qualifying debt securities” conditions continue to be met.

In determining an investor’s income that is to be exempted from tax under the QDS Plus Scheme, prescribed conditions apply in relation to how the investor’s losses, expenses and capital allowances which are attributable to exempt income are to be treated.

However, even if the Relevant Notes are “qualifying debt securities” which qualify under the QDS Plus Scheme, if, at any time during the tenure of such Relevant Notes, 50.00% or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by related parties of the Issuer or the CMT Manager, Qualifying Income from such Relevant Notes derived by:

- (i) any related party of the Issuer or the CMT 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 Issuer or the CMT Manager,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

## **2. Gains on disposal of the Notes**

Singapore does not impose tax on gains of a capital nature. Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains derived from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

There are no specific laws or regulations which deal with the characterisation of gains. The characterisation of gains arising from the sale of the Notes will depend on the facts and circumstances of each holder.

Holders of the Notes who have adopted or are adopting Singapore Financial Reporting Standard 39 — Financial Instruments: Recognition and Measurement (“**FRS 39**”) or Financial Reporting Standard 109 — Financial Instruments (“**FRS 109**”) may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39 or FRS 109. Please see the section below on “Adoption of FRS 39 or FRS 109 — treatment for Singapore income tax purposes”.

## **3. Adoption of FRS 39 or FRS 109 — treatment for Singapore income tax purposes**

The IRAS has issued an e-Tax Guide entitled “Income Tax Implications arising from the adoption of FRS 39 — Financial Instruments: Recognition & Measurement” (the “**FRS 39 e-Tax Guide**”)

which generally aligns the tax treatment of financial assets and financial liabilities to the accounting treatment. Legislative amendments to give effect to the tax treatment set out in the FRS 39 e-Tax Guide have been enacted in Section 34A of the ITA.

The FRS 39 e-Tax Guide and Section 34A of the ITA generally apply, subject to certain “opt-out” provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

The Accounting Standards Council has issued a new financial reporting standard for financial instruments, FRS 109 — Financial Instruments, which replaces FRS 39 and is effective for annual periods beginning on or after 1 January 2018. Section 34AA of the ITA has been enacted to provide for the tax treatment of gains or losses in respect of financial instruments recognised under FRS 109. The IRAS has also issued an e-Tax Guide entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 — Financial Instruments”. For taxpayers who adopt FRS 109 for accounting purposes, the tax treatment of their financial assets and financial liabilities will generally follow the accounting treatment, except for certain circumstances. Unlike in the case of FRS 39, there is no “opt-out” provision for taxpayers i.e. taxpayers who adopt FRS 109 for accounting purposes cannot opt out of the tax treatment provided under Section 34AA of the ITA.

Holders of the Notes who may be subject to the tax treatment under Section 34A and/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 Notes.

#### 4. Estate Duty

Singapore estate duty has been abolished for deaths occurring on or after 15 February 2008.

#### FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “**foreign financial institution**” (as defined by FATCA) may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, 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, such withholding would not apply prior to 1 January 2019 and Notes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under “*Terms and Conditions of the Notes — Further Issues*”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes 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.

#### 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 the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.



## GENERAL INFORMATION

### SHARE CAPITAL

1. As at the date of this Information Memorandum, there is only one class of ordinary shares in the Issuer. The rights and privileges attached to the ordinary shares are stated in the Articles of Association of the Issuer.
2. No shares (ordinary or otherwise) in the Issuer have been issued or are proposed to be issued, as fully or partly paid up, for cash or for a consideration other than cash, within the two years preceding the date of this Information Memorandum.
3. The issued share capital of the Issuer as at the date of this Information Memorandum is as follows:

Share Designation	Issued Share(s)	Issued Share Capital (S\$)
Ordinary Shares	1	1

4. The Units in issue as at the Latest Practicable Date is as follows:

#### Units in issue (in thousands of units)

Units at the beginning of FY 2017	3,543,070
Units created as payment of asset management fees	5,057
Units at end of the period	3,548,127

### Borrowings

5. As at 31 December 2017, the borrowings of CMT and its subsidiaries are as disclosed in the audited consolidated financial statements in respect of CMT and its subsidiaries for the year ended 31 December 2017, which are incorporated by reference in this Information Memorandum.

### Working Capital

6. The Directors of the Issuer are of the opinion that, after taking into account the net proceeds of the issue of the Notes, the Issuer will have adequate working capital for its present requirements.

### Changes in Accounting Policies

7. There are no significant changes in the accounting policies of the Group since its audited consolidated financial accounts for the year ended 31 December 2017.

### Litigation

8. There are no legal or arbitration proceedings pending or, so far as the Directors of the Issuer are aware, threatened against the Issuer, the Guarantor, CMT or any of their respective subsidiaries the outcome of which, in the opinion of the Directors of the Issuer, may have or have had during the 12 months prior to the date of this Information Memorandum a material adverse effect on the financial position of the Issuer or CMT.

## **Material Adverse Change**

9. There has been no material adverse change in the financial condition or business of the Issuer since the date of its incorporation or the financial condition or business of CMT or the Group since 31 December 2017.

## **Consents**

10. The Auditors have given and have not withdrawn their written consent to the issue of this Information Memorandum with the references herein to their name and, where applicable, reports in the form and context in which they are incorporated by reference in this Information Memorandum.

## **Documents Available for Inspection**

11. Copies of the following documents may be inspected at 168 Robinson Road #30-01, Capital Tower, Singapore 068912 during normal business hours for a period of three months from the date of this Information Memorandum<sup>2</sup>:
  - (a) the Memorandum and Articles of Association of the Issuer;
  - (b) the Trust Deed;
  - (c) the letter of consent referred to in paragraph 10 above; and
  - (d) the financial statements of CMT and its subsidiaries for the financial year ended 31 December 2017.

## **Functions, Rights and Obligations of the Trustee**

12. The functions, rights and obligations of the Trustee are set out in the Trust Deed.

---

<sup>2</sup> Prior appointment with the CMT Manager (telephone number: +65 6713 2888) will be appreciated.

**Issuer**

**CMT MTN Pte. Ltd.**

168 Robinson Road, #30-01  
Capital Tower,  
Singapore 068912

**Guarantor**

**HSBC Institutional Trust Services (Singapore) Limited**

(in its capacity as trustee of CapitaLand Mall Trust)

21 Collyer Quay, #13-02,  
HSBC Building  
Singapore 049320

**Manager of CapitaLand Mall Trust**

**CapitaLand Mall Trust Management Limited**

168 Robinson Road #30-01  
Capital Tower  
Singapore 068912

**Arranger**

**Standard Chartered Bank**

8 Marina Boulevard, Level 20  
Marina Bay Financial Centre Tower 1  
Singapore 018981

**Issuing and Paying Agent and Agent Bank**

**DBS Bank Ltd.**

10 Toh Guan Road  
#04-11 (Level 4B)  
DBS Asia Gateway  
Singapore 608838

**Trustee**

**British and Malayan Trustees Limited**

1 Coleman Street #08-01  
The Adelphi  
Singapore 179803

**Legal Advisers**

**To the Arranger and Dealer as to English law**

**Allen & Overy LLP**

50 Collyer Quay  
#09-01 OUE Bayfront  
Singapore 049321

**To the Guarantor as to Singapore law**

**Shook Lin & Bok LLP**

1 Robinson Road  
#18-00 AIA Tower  
Singapore 048542

**Auditors**

**KPMG LLP**

16 Raffles Quay  
#22-00 Hong Leong Building  
Singapore 048581