

## IMPORTANT NOTICE

### NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES

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

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

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

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

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

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

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

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

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

You are reminded that this Offering Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Offering Circular, electronically or otherwise, to any other person. If you have gained access to this transmission contrary to the foregoing restrictions, you are not allowed to purchase any of the securities described in this Offering Circular.

The materials relating to the offering of securities to which this Offering Circular relates do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the underwriters or such affiliate on behalf of the Issuers and the Guarantor (as defined in this Offering Circular) in such jurisdiction.

This Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuers, the Guarantor, DBS Bank Ltd. (the "**Arranger**"), Oversea-Chinese Banking Corporation Limited ("**OCBC Bank**") or United Overseas Bank Limited (together with the Arranger and OCBC Bank, the "**Dealers**") or any person who controls any of them, or any director, officer, employee, adviser or agent of any of them or any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Arranger or the Dealers.

**Actions that You May Not Take:** If you receive this document by e-mail, you should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your email software, will be ignored or rejected.

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

## OFFERING CIRCULAR

### SHANGRI-LA HOTEL LIMITED

*(Incorporated in the Republic of Singapore with limited liability)*

*(UEN/Company Registration Number: 196200040E)*

and

### HOWES CAPITAL LIMITED

*(Incorporated in the British Virgin Islands with limited liability)*

and

### SHANGRI-LA TREASURY PTE. LTD.

*(Incorporated in the Republic of Singapore with limited liability)*

*(UEN/Company Registration Number: 202314399Z)*

## U.S.\$4,000,000,000 EURO MEDIUM TERM NOTE PROGRAMME Unconditionally and irrevocably guaranteed by

### SHANGRI-LA GROUP

### SHANGRI-LA ASIA LIMITED

*(Incorporated in Bermuda with limited liability)*

On 22 October 2018, Shangri-La Hotel Limited and Howes Capital Limited (in such capacity, each an “**Issuer**”) established its U.S.\$4,000,000,000 Euro Medium Term Note Programme (the “**Programme**”). As at the date of this Offering Circular, Shangri-La Treasury Pte. Ltd. (in such capacity, an “**Issuer**” and together with Shangri-La Hotel Limited and Howes Capital Limited, the “**Issuers**”) is added as one of the Issuers under the Programme. Such Programme is amended as at the date of this Offering Circular and this Offering Circular supersedes all previous offering circulars and any supplement thereto in relation to the Programme. Any Notes (as defined below) issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. The provisions described herein do not affect any Notes issued under the Programme prior to the date of this Offering Circular.

The payment of all amounts payable by the relevant Issuer in respect of the Notes will be unconditionally and irrevocably guaranteed by Shangri-La Asia Limited (the “**Company**” or the “**Guarantor**”). Under the Programme, the relevant Issuer may from time to time issue notes (the “**Notes**”) subject to compliance with all relevant laws, regulations and directives. The aggregate nominal amount of Notes outstanding will not at any time exceed U.S.\$4,000,000,000 (or the equivalent in other currencies), subject to increase as described herein.

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

Application has been made to the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the listing and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the Official List of the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. Unlisted series of Notes may also be issued pursuant to the Programme. The relevant pricing supplement (each, a “**Pricing Supplement**”) in respect of any series of Notes will specify whether or not such Notes will be listed on the SGX-ST (or any other stock exchange). There is no assurance that the application to the Official List of the SGX-ST for the listing of the Notes will be approved. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular. Admission of the Notes to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Programme, the Notes, the Guarantee (as defined below), the Issuers, the Guarantor and/or its subsidiaries. Investors are advised to read and understand the contents of this document before investing. If in doubt, investors should consult their advisers.

Each Series (as defined below) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a “**Temporary Bearer Global Note**”) or a permanent global note in bearer form (each a “**Permanent Bearer Global Note**”). Notes in registered form will initially be represented by a global note in registered form (each a “**Registered Global Note**”) and together with any Temporary Bearer Global Notes and Permanent Bearer Global Notes, the “**Global Notes**”), one Registered Global Note being issued in respect of each Noteholder’s entire holding of Notes in registered form of one Series. Global Notes may be deposited on the relevant issue date with (i) a common depository on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”), (ii) a sub-custodian for the Hong Kong Monetary Authority (“**HKMA**”), as operator of the Central Moneymarkets Unit Service, operated by the HKMA (the “**CMU**”) or (iii) The Central Depository (Pte) Limited (“**CDP**”). Beneficial interests in Global Notes held in book-entry form through Euroclear, Clearstream and/or the CMU and/or CDP will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear or Clearstream or the CMU or CDP, as the case may be. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in “**Summary of Provisions relating to the Notes while in Global Form**”.

Unless otherwise stated in a relevant Pricing Supplement, each Tranche (as defined in the terms and conditions of the Notes (the “**Terms and Conditions of the Notes**”) and each term therein, a “**Condition**”) of Notes to be issued under the Programme will be unrated.

The relevant Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplementary Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

The Notes and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may include Bearer Notes (as defined herein) that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold, or, in the case of Bearer Notes, delivered within the United States to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) unless an exemption from the registration requirement of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. Registered Global Notes are subject to certain restrictions on transfer, see “**Subscription and Sale**”.

Investing in Notes issued under the Programme involves certain risks and may not be suitable for all investors. Investors should have sufficient knowledge and experience in financial and business matters to evaluate the information contained in this Offering Circular and in the applicable Pricing Supplement and the merits and risks of investing in a particular issue of Notes in the context of their financial position and particular circumstances. Investors also should have the financial capacity to bear the risks associated with an investment in Notes. Investors should not purchase Notes unless they understand and are able to bear risks associated with Notes. The principal risk factors that may affect the ability of any of the Issuers and the Guarantor to fulfil their respective obligations in respect of the Notes and the Guarantee are discussed under “**Risk Factors**” below.

*Arranger*

**DBS Bank Ltd.**

*Dealers*

**DBS Bank Ltd.**

**OCBC Bank**

**United Overseas Bank Limited**

This Offering Circular is dated 23 June 2023.

## NOTICE TO INVESTORS

Each of the Issuers and the Guarantor accept responsibility for the information contained in this Offering Circular. Each of the Issuers and the Guarantor, having made all reasonable enquiries, confirms that, to the best of its knowledge and belief, (i) this Offering Circular contains all information with respect to the Issuers, the Guarantor and the Guarantor's Subsidiaries (as defined in the Terms and Conditions of the Notes) taken as a whole (the "**Group**") and associates (as defined under Hong Kong Accounting Standard 28 of the Hong Kong Financial Reporting Standards ("**HKFRS**")), the Notes and the Guarantee which is material in the context of the issue and offering of the Notes, (ii) the statements contained herein relating to the Issuers, the Guarantor, the Group, the Group's associates, the Notes and the Guarantee are in all material respects true and accurate and not misleading in any material respect, (iii) the opinions and intentions expressed in this Offering Circular with regard to the Issuers, the Guarantor, the Group and the Group's associates are honestly held, have been reached after due and careful consideration and are based on reasonable assumptions, (iv) there are no other facts in relation to the Issuers, the Guarantor, the Group, the Group's associates, the Notes or the Guarantee the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Offering Circular misleading in any material respect and (v) all reasonable enquiries have been made by the Issuers and the Guarantor to ascertain such facts and to verify the accuracy of all such information and statements. In addition, the Issuers and the Guarantor accept responsibility for the information contained in this Offering Circular.

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

No person is or has been authorised by the Issuers, the Guarantor, the Arranger, the Dealers, any of the Agents (as defined in the Agency Agreement referred to herein) or the Trustee (as defined in the Terms and Conditions of the Notes) to give any information or to make any representation other than as contained in this Offering Circular in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, the Arranger, the Dealers, any of the Agents or the Trustee. Neither the delivery of this Offering Circular or any Pricing Supplement (as defined herein) nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuers, the Guarantor or the Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change (or any event reasonably likely to involve an adverse change) in the condition (financial or otherwise) of the Issuers, the Guarantor or the Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and any Pricing Supplement and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular, any Pricing Supplement or any Notes may come must inform themselves about and observe any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. The Notes and the Guarantee have not been and will not be registered under the Securities Act or any U.S. State securities law and the Notes include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to or for the account or benefit of, U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular or any Pricing Supplement, see "*Subscription and Sale*".

Neither this Offering Circular nor any Pricing Supplement constitutes an offer of, or an invitation by or on behalf of the Issuers, the Guarantor, the Arranger, the Dealers, any of the Agents or the Trustee to subscribe for, or purchase, any Notes. Any person(s) who is invited to purchase or subscribe for the Notes or to whom this Offering Circular 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 materials 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.

The Arranger, the Dealers, the Trustee and the Agents have not separately verified the information contained in this Offering Circular. None of the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person is making any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Circular. To the fullest extent permitted by law, none of the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person accepts any responsibility for the contents of this Offering Circular. Each of the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person 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 Offering Circular or any such statement. Neither this Offering Circular nor any financial statements including the notes thereto included or incorporated herein are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuers, the Guarantor, the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person that any recipient of this Offering Circular or any such financial statements including the notes thereto should purchase the Notes.

Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Offering Circular and make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers and/or the Guarantor and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person undertakes to review the financial condition or affairs of the Issuer, the Guarantor or the Group during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger, the Dealers, the Trustee, the Agents or any person who controls any of them, or any of their respective directors, representatives, officers, employees, advisers or agents, or any affiliate of any such person.

Any purchase or acquisition of the Notes is in all respects conditional on the satisfaction of certain conditions set out in the Programme Agreement and the issue of the Notes by the relevant 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 Offering Circular shall (without any liability or responsibility) on the part of the Issuers, the Guarantor, the Arranger or the Dealers lapse and cease to have any effect if (for any other reason whatsoever) the Notes are not issued by the relevant Issuer pursuant to the Programme Agreement.

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

Investors should consult their own financial, tax, accounting and legal advisers as to the risks and investment considerations arising from an investment in an issue of Notes and should possess the appropriate resources to analyse such investment and the suitability of such investment in their particular circumstances. Notes issued under the Programme may be denominated in Renminbi. Renminbi is currently not freely convertible and conversion of Renminbi is subject to certain restrictions. Investors should be reminded of the conversion risk with Renminbi products. In addition, there is a liquidity risk associated with Renminbi products, particularly if such investments do not have an active secondary market and their prices have large bid/offer spreads.

### **WARNING**

The contents of this Offering Circular have not been reviewed by any regulatory authority of any jurisdiction. You are advised to exercise caution in relation to the offering of any Notes. If you are in any doubt about any of the contents of this Offering Circular, you should obtain professional advice.

## MIFID II PRODUCT GOVERNANCE AND PRIIPS REGULATION

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

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

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

## UK MIFIR PRODUCT GOVERNANCE AND UK PRIIPS REGULATION

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

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

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

#### **PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE**

The Pricing Supplement in respect of any Notes may include a legend entitled “Singapore Securities and Futures Act Product Classification” which will state the product classification of the Notes pursuant to section 309B of the Securities and Futures Act 2001 of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore.

The relevant Issuer will make a determination and provide the appropriate written notification to “relevant persons” in relation to each issue about the classification of the Notes being offered for purposes of section 309B(1)(a) and section 309(1)(c) of the SFA.

#### **STABILISATION**

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



## CERTAIN DEFINED TERMS AND CURRENCY PRESENTATION

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to “**U.S.\$**” and to “**U.S. dollars**” are to United States dollars; all references to “**HK\$**” and “**Hong Kong dollars**” are to Hong Kong dollars; all references to “**pounds sterling**” and “**£**” are to the currency of the United Kingdom; all references to “**euro**” and “**€**” are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro as amended; all references to “**S\$**” and “**SGD**” are to Singapore dollars; all references to “**yen**” are to Japanese yen; all references to “**Renminbi**”, “**RMB**” and “**CNY**” are to the currency of the PRC; all references to “**A\$**” are to the Australian dollar; all references to “**United States**” or “**U.S.**” are to the United States of America; references to “**China**”, “**Mainland China**” and the “**PRC**” in this Offering Circular mean the People’s Republic of China, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan; references to “**PRC Government**” mean the government of the PRC; references to “**Hong Kong**” are to the Hong Kong Special Administrative Region of the People’s Republic of China; references to “**Macau**” are to the Macao Special Administrative Region of the People’s Republic of China; references to “**Australia**” are to the Commonwealth of Australia; references to the “**Philippines**” are to the Republic of the Philippines; references to “**Fiji**” are to the Republic of Fiji; and all references to “**United Kingdom**” are to the United Kingdom of Great Britain and Northern Ireland.

## ROUNDING OF AMOUNTS

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

## FORWARD-LOOKING STATEMENTS

Certain statements in this Offering Circular may constitute forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuers, the Guarantor, the Group or the Group's associates to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuers', the Guarantor's, the Group's and the Group's associates' present and future business strategies and the environment in which, the Issuers, the Guarantor or the Group or the Group's associates will operate in the future. Factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*", "*Description of Howes Capital Limited*", "*Description of Shangri-La Hotel Limited*", "*Description of Shangri-La Treasury Pte. Ltd.*" and "*Description of the Group*". These forward-looking statements speak only as at the date of this Offering Circular. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance and should only be viewed as historical data. Each of the Issuers and the Guarantor expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the Issuers' or the Guarantor's expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.

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## DOCUMENTS INCORPORATED BY REFERENCE

This Offering Circular should be read and construed in conjunction with (i) each relevant Pricing Supplement, (ii) the audited consolidated financial statements of the Group as at and for the year ended 31 December 2022, (iii) the most recently published audited consolidated annual financial statements, and any consolidated interim financial statements (whether audited or unaudited) published subsequently to such annual financial statements, of the Group from time to time (if any) subsequent to the date of this Offering Circular, in each case, with the notes thereto, and in the case of the published audited consolidated annual financial statements, with the auditor's report thereon, (iv) and all amendments and supplements from time to time to this Offering Circular, which shall be deemed to be incorporated in, and to form part of, this Offering Circular and which shall be deemed to modify or supersede the contents of this Offering Circular to the extent that a statement contained in any such document is inconsistent with such contents. See "*General Information*" for a description of the financial statements currently published by the Guarantor. A copy of any or all of the documents deemed to be incorporated herein by reference (unless such documents have been modified or superseded as specified above) will be available free of charge at all reasonable times during normal business hours from the specified office in London of the Principal Paying Agent (as defined under "*Summary of the Programme*") set out at the end of this Offering Circular. Pricing Supplements relating to unlisted Notes will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the relevant Issuer, the Trustee and the relevant Agent as to its holding of Notes and identity.

For the purposes of this Offering Circular, "**published**" audited consolidated annual financial statements and/or, as the case may be, unaudited and reviewed condensed consolidated financial statements of the Group shall include (but not limited to) the annual consolidated financial statements and/or, as the case may be, unaudited and reviewed condensed consolidated financial statements of the Group that are posted on the website of the Group ([www.ir.shangri-la.com](http://www.ir.shangri-la.com)), the Singapore Exchange Securities Trading Limited ([www.sgx.com](http://www.sgx.com)) and/or The Stock Exchange of Hong Kong Limited (the "**Hong Kong Stock Exchange**") ([www.hkexnews.hk](http://www.hkexnews.hk)).

If the terms of the Programme are modified or amended in a manner which would make this Offering Circular, as so modified or amended, inaccurate or misleading in a material respect, a new Offering Circular or supplemental offering circular will be prepared. References to this "**Offering Circular**" shall be taken to mean this document and all the documents from time to time incorporated by reference herein and forming part hereof.

## SUMMARY OF THE PROGRAMME

*The following summary is qualified in its entirety by the remainder of this Offering Circular. Words and expressions defined in “Terms and Conditions of the Notes” below shall have the same meanings in this summary.*

<b>Issuers</b>	Shangri-La Hotel Limited  Howes Capital Limited  Shangri-La Treasury Pte. Ltd.
<b>Guarantor</b>	Shangri-La Asia Limited
<b>Description</b>	Medium Term Note Programme
<b>Programme Size</b>	Up to U.S.\$4,000,000,000 (or the equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Arranger</b>	DBS Bank Ltd.
<b>Dealers</b>	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited  The Issuers and the Guarantor may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches (as defined below) or in respect of the whole Programme in accordance with the terms of the Dealer Agreement. References in this Offering Circular to “ <b>Dealers</b> ” are to all persons appointed as a dealer in respect of one or more Tranches or the Programme.
<b>Trustee</b>	The Bank of New York Mellon, London Branch

<b>Principal Paying Agent and Calculation Agent in respect of Notes cleared through Euroclear and/or Clearstream</b>	The Bank of New York Mellon, London Branch
<b>Registrar and Transfer Agent in respect of Notes cleared through Euroclear and/or Clearstream</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch
<b>CMU Lodging and Paying Agent, Registrar, Transfer Agent and Calculation Agent in respect of Notes cleared through CMU</b>	The Bank of New York Mellon, Hong Kong Branch
<b>CDP Paying Agent, Registrar, Transfer Agent and Calculation Agent in respect of Notes cleared CDP</b>	The Bank of New York Mellon, Singapore Branch
<b>Method of Issue</b>	<p>The Notes may be issued from time to time under the Programme on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “<b>Series</b>”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest and/or the issue price), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “<b>Tranche</b>”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a pricing supplement to this Offering Circular (a “<b>Pricing Supplement</b>”).</p>
<b>Issue Price</b>	<p>Notes may be issued on a fully-paid or a partly paid basis and at an issue price which is at par or at a discount to, or a premium over, par.</p>
<b>Form of Notes</b>	<p>The Notes may be issued in bearer form (“<b>Bearer Notes</b>”) or in registered form (“<b>Registered Notes</b>”). Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i>.</p> <p>Each Tranche of Bearer Notes will be represented on issue by a Temporary Bearer Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the TEFRA D Rules (as defined in “<i>Selling Restrictions</i>” below), otherwise such Tranche will be represented by a Permanent Bearer Global Note.</p>

Registered Notes will be represented by Registered Global Notes. Registered Global Notes representing Registered Notes will be registered in the name of a nominee for one or more clearing systems.

**Clearing Systems**

The CMU, CDP, Euroclear, Clearstream and, in relation to any Tranche, such other clearing system as specified in the applicable Pricing Supplement.

**Initial Delivery of Notes**

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

**Currencies**

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

**Notes having a maturity of less than one year**

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".

**Maturities**

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

<b>Denomination of Notes</b>	The Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer, as may be specified in the relevant Pricing Supplement, save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “ <i>Currencies – Notes having a maturity of less than one year</i> ” above.
<b>Fixed Rate Notes</b>	Fixed interest will be payable on such dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
<b>Floating Rate Notes</b>	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> <li>• on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or</li> <li>• by reference to SOR, SIBOR, HIBOR, CHN HIBOR, SOFR or EURIBOR (or such other reference rate as may be specified in the relevant Pricing Supplement); or</li> <li>• on such other basis as may be agreed between the relevant Issuer and the relevant Dealer,</li> </ul> <p>The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes. Interest periods will be specified in the relevant Pricing Supplement.</p>
<b>Benchmark Discontinuation</b>	See Condition 5.2(h) or Condition 5.2(i).
<b>Zero Coupon Notes</b>	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
<b>Dual Currency Notes</b>	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the relevant Issuer and the relevant Dealer may agree.



**Index Linked Notes**

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

**Interest Periods and Interest Rates**

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

**Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes**

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

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

**Redemption**

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer and the Guarantor, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer.

The applicable Pricing Supplement may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement.

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see "*Currencies – Notes having a maturity of less than one year*" above.

<b>Status of Notes</b>	The Notes and any relative Receipts and Coupons constitute direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer which (subject as aforesaid) rank and will at all times rank <i>pari passu</i> among themselves and with all other present and future unsubordinated and unsecured obligations of the relevant Issuer, save for such obligations as may be preferred by mandatory provisions of law.
<b>Guarantee</b>	<p>The Guarantor has, pursuant to the amended and restated trust deed dated 23 June 2023 entered into by the Issuers, the Guarantor and the Trustee (such trust deed as modified and/or supplemented and/or restated from time to time, the “<b>Trust Deed</b>”), unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuers in respect of the Notes (the “<b>Guarantee</b>”).</p> <p>The Guarantee constitutes direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor which (subject as aforesaid) rank and will at all times rank <i>pari passu</i> with all other present and future unsubordinated and unsecured obligations of the Guarantor, save for such obligations as may be preferred by mandatory provisions of law.</p>
<b>Use of Proceeds</b>	The net proceeds from each issue of Notes will be used for the purposes as specified in the applicable Pricing Supplement.
<b>Negative Pledge</b>	The terms of the Notes will contain a negative pledge provision as further described in Condition 4.
<b>Events of Default</b>	For more details on the Events of Default in relation to the Notes, see Condition 10.
<b>Taxation</b>	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8. In the event that any such deduction is made, the Issuers or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.
<b>Governing Law</b>	The Notes and the Trust Deed and any non-contractual obligations arising out of or in connection with the Notes and the Trust Deed will be governed by, and shall be construed in accordance with, English law.

**Listing and Admission to Trading**

Application has been made to the SGX-ST for the listing and quotation of any Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer in relation to each Series. There is no assurance that the application to the Official List of the SGX-ST will be approved. For as long as such 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 at least S\$200,000 (or its equivalent in other currencies).

The Issuer may issue Notes pursuant to the Programme which are neither listed nor admitted to trading on any stock exchange or market.

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

**Selling Restrictions**

There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area, the United Kingdom, Hong Kong, the PRC, Japan, Singapore, Bermuda and the British Virgin Islands and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*". Category 2 selling restrictions will apply for the purposes of Regulation S under the Securities Act.

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

## SELECTED CONSOLIDATED FINANCIAL INFORMATION

The following tables set out certain summary consolidated financial information of the Guarantor as at and for the years indicated.

The summary consolidated financial information of the Guarantor as of, and for the years ended 31 December 2021 and 2022 set forth below is derived from the Guarantor's audited consolidated financial statements as of, and for the year ended 31 December 2022. Such financial information should be read in conjunction with the audited consolidated financial statements and the notes thereto in respect of the year ended 31 December 2022.

The audited consolidated financial statements of the Guarantor as of, and for the year ended 31 December 2022 were audited by PricewaterhouseCoopers, Certified Public Accountants, Hong Kong, the auditor of the Guarantor, and have been prepared and presented in accordance with HKFRS.

### SELECTED FINANCIAL INFORMATION

#### Consolidated Statement of Profit or Loss

	(Audited)	
	For the year ended 31 December	
	2021	2022
	U.S.\$'000	
<b>Revenue</b> . . . . .	1,241,049	1,462,145
Cost of sales . . . . .	(696,527)	(775,627)
<b>Gross profit</b> . . . . .	544,522	686,518
Other (losses)/gains – net . . . . .	(3,435)	108,913
Marketing costs . . . . .	(57,415)	(64,947)
Administrative expenses . . . . .	(193,424)	(195,389)
Other operating expenses . . . . .	(644,244)	(539,378)
<b>Operating loss</b> . . . . .	(353,996)	(4,283)
Finance costs – net . . . . .	(212,594)	(360,932)
Share of profit of associates . . . . .	209,644	190,772
<b>Loss before income tax</b> . . . . .	(356,946)	(174,443)
Income tax credit/(expense) . . . . .	12,527	(13,009)
<b>Loss for the year</b> . . . . .	<b>(344,419)</b>	<b>(187,452)</b>
<b>Loss attributable to:</b>		
Owners of the Guarantor . . . . .	(290,575)	(158,519)
Non-controlling interests . . . . .	(53,844)	(28,933)
<b>Loss per share for loss attributable to owners of the Guarantor during the year</b> (expressed in U.S. cents per share)		
– basic . . . . .	(8.13)	(4.44)
– diluted . . . . .	(8.13)	(4.44)

## Consolidated Statement of Financial Position

	(Audited)	
	As at 31 December	
	2021	2022
	<i>U.S.\$'000</i>	
<b>ASSETS</b>		
<b>Non-current assets</b>		
Property, plant and equipment . . . . .	4,634,879	4,171,457
Investment properties . . . . .	1,758,979	1,724,867
Right-of-use assets . . . . .	1,174,309	1,074,681
Intangible assets . . . . .	110,024	108,804
Interest in associates . . . . .	4,341,708	4,124,967
Deferred income tax assets . . . . .	73,484	86,534
Financial assets at fair value through other comprehensive income . . . . .	7,364	3,177
Financial assets at fair value through profit or loss . . . . .	12,626	12,902
Derivative financial instruments . . . . .	1,949	74,975
Other receivables . . . . .	14,882	13,488
	<b>12,130,204</b>	<b>11,395,852</b>
<b>Current assets</b>		
Inventories . . . . .	28,956	31,378
Properties for sale . . . . .	74,976	51,177
Accounts receivable, prepayments and deposits . . . . .	200,803	209,026
Amounts due from associates . . . . .	147,987	107,942
Derivative financial instruments . . . . .	2,793	58,253
Financial assets at fair value through profit or loss . . . . .	17,251	13,884
Short-term deposits with original maturities over 3 months . . . . .	39,326	12,992
Cash and cash equivalents . . . . .	745,540	753,002
Assets of disposal group classified as held for sale . . . . .	86,431	–
	<b>1,344,063</b>	<b>1,237,654</b>
<b>Total assets</b>	<b>13,474,267</b>	<b>12,633,506</b>
<b>EQUITY</b>		
<b>Capital and reserves attributable to owners of the Guarantor</b>		
Share capital and premium . . . . .	3,201,995	3,201,995
Shares held for share award scheme . . . . .	(2,858)	(6,111)
Other reserves . . . . .	1,073,259	568,847
Retained earnings . . . . .	1,591,897	1,489,310
	<b>5,864,293</b>	<b>5,254,041</b>
<b>Non-controlling interests</b> . . . . .	185,571	170,474
<b>Total equity</b> . . . . .	<b>6,049,864</b>	<b>5,424,515</b>

	<b>(Audited)</b>	
	<b>As at 31 December</b>	
	<b>2021</b>	<b>2022</b>
	<i>U.S.\$'000</i>	
<b>LIABILITIES</b>		
<b>Non-current liabilities</b>		
Bank loans . . . . .	3,400,972	3,527,212
Fixed rate bonds . . . . .	1,124,794	1,132,761
Derivative financial instruments . . . . .	25,507	7,700
Amounts due to non-controlling shareholders . . . . .	46,550	–
Long term lease liabilities . . . . .	570,726	518,960
Deferred income tax liabilities . . . . .	303,768	295,490
	<b>5,472,317</b>	<b>5,482,123</b>
<b>Current liabilities</b>		
Accounts payable and accruals . . . . .	614,869	579,222
Contract liabilities . . . . .	140,823	89,412
Short term lease liabilities . . . . .	48,072	44,729
Amounts due to non-controlling shareholders . . . . .	50,018	51,779
Current income tax liabilities . . . . .	4,205	6,113
Bank loans . . . . .	1,062,086	952,444
Derivative financial instruments . . . . .	19,622	3,169
Liabilities of disposal group classified as held for sale . . . . .	12,391	–
	<b>1,952,086</b>	<b>1,726,868</b>
<b>Total liabilities . . . . .</b>	<b>7,424,403</b>	<b>7,208,991</b>
<b>Total equity and liabilities . . . . .</b>	<b>13,474,267</b>	<b>12,633,506</b>

## **RISK FACTORS**

*Each of the Issuers and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuers nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring. In addition, certain factors which may be material for the purposes of assessing the market risks associated with Notes issued under the Programme are also described below. Any of the risk factors described below, as well as additional risks factors, including those which are not currently known to the Issuers or the Guarantor or which the Issuers or the Guarantor currently deems to be immaterial, may affect the Guarantor's business, financial condition or results of operations or its ability to fulfil its obligations under the Notes.*

*Each of the Issuers and the Guarantor believes that the factors described below represent the principal risk inherent in investing in Notes issued under the Programme, but the inability of any of either the Issuers or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them or which it may not currently be able to anticipate. The Issuers and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should consider carefully the risk factors set forth below, as well as the detailed information set out elsewhere in this Offering Circular (including any document incorporated by reference herein) and reach their own views prior to making any investment decision.*

### **RISKS RELATING TO THE GROUP AND ITS BUSINESS**

#### ***The Group's medium and long-term operation is exposed to strategic risks***

The Group's medium and long-term operations may be unfavourably affected by risks relating to strategy such as investment risks (including the selection of appropriate sites for development, the implementation of development plans and the acquisition of existing properties), financing risks (including the ability to put in place appropriate funding arrangements (such as for refinancing purposes) and effective currency risk management) and financial market risks (such as exposure to currency valuation fluctuations that may impact foreign currency hedging transactions and benchmark rate fluctuations that may impact interest rate hedging transactions). The Group's ability to manage these risks and the associated management costs may adversely affect the Group's operation results and financial position.

#### ***The Group is exposed to different financial risks which may adversely affect operation results***

The Group's reported financial results and financial position may be affected by changes in accounting standards. The consolidated financial statements of the Group have been prepared in accordance with HKFRS issued by the Hong Kong Institute of Certified Public Accountants. In the past, there have been numerous amendments and/or introduction of new HKFRS, for example HKFRS 9, 15 and 16, which have required the Group to change its accounting policies. There is no guarantee that there will not be further amendments to HKFRS or new HKFRS introduced in the future which may require the Group to change its existing accounting policies and such changes could have a material adverse effect on the Group's reported financial results and financial conditions.

The Group's profitability and net asset value may also be affected by revaluation of its investment properties as required by HKFRS. Investment properties of the Guarantor's subsidiaries and associates are stated at fair value in the Group's financial statements and the fair values of investment properties are based on opinions from independent professional valuers which are reviewed semi-annually (including properties which are still in construction but which will be designated as investment properties and for which fair value becomes more accurately determined at financial year end). All changes in the fair value of investment properties (including those under construction) are reported in the Group's consolidated statement of profit or loss. An economic downturn in the global economy, in particular one affecting Mainland China where most of the Group's investment properties are located, may materially and adversely affect the valuation of the Group's investment properties which would reduce the Group's profits and net asset value, increase the Group's leverage and may limit its ability to obtain additional financing. There can be no assurance that the fair value of the Group's investment properties will not decrease in the future.

The Group's profitability and net asset value may be affected by impairment provisions as required by HKFRS. The Group assesses the carrying value of Group-owned operating hotels when there is any indication that the asset may be impaired. Indicative criteria include continuing adverse changes in the local market conditions in which the hotel operates or will operate, or if a hotel continues to operate at a loss position and its financial performance is worse than expected. Historically, professional valuations have been carried out by independent firms of professional valuers for those properties for which the internal assessment results require independent confirmation. New impairment provisions or reversals of provision made in prior years may be required in the future. Any new impairment provisions could have a material adverse effect on the Group's reported financial results and financial conditions.

The Group is subject to changes in tax laws and tax rates in the markets in which it operates. Most of the Group's hotels and investment properties are profit making and subject to profit and/or income tax and other applicable taxes. Tax laws and/or tax rates may be changed from time to time. Any change in tax laws and/or tax rates may increase the Group's tax expenses and liabilities and could have a material adverse effect on the Group's business, financial condition and/or results of operations.

***The Group's operational processes are exposed to different operational risks***

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

The effectiveness of the Group's central procurement system could affect food costs and quality. In addition, food poisoning cases could adversely affect the Group's food and beverage sales and result in temporary suspension of restaurants and food and beverage outlets' operations. These could affect the success of its food and beverage operations and the Group's financial results.



Given the nature of the Group's businesses, all of the Group's properties are subject to the risk of loss of revenues and assets due to fire or natural disasters. The occurrence of such incidents or disasters could interrupt the business of such hotels for significant periods and could lead to significant casualties which would expose the Group to compensation claims. Although the Group has insurance coverage in place, the insurance coverage may not be adequate to cover all types of risks or the entire quantum of loss. In addition, inadequate preparedness, contingency planning or recovery capability in relation to a major incident or crisis may prevent operational continuity and consequently impact the value of the brand or the reputation of the Group.

The Group is dependent on its information technology systems and electronic booking/reservation systems which could expose the Group to technical system flaws or failure and employee tampering or manipulation of those systems that could result in losses which may be difficult to detect. The Group is also subject to disruptions to these systems, arising from events that are wholly or partially beyond the Group's control (including, for example, computer viruses, cyber security breaches or electrical or telecommunication outages), which may lead to a deterioration in customer service and could adversely affect occupancy levels.

With the tightening of personal data privacy laws in many countries and the increasing awareness of the importance of personal data privacy, the Group may face significant compensation claims and/or government or regulatory fines for any failure to secure guest data or non-compliance of related government laws.

Relations with employees could deteriorate due to disputes related to, among other things, wage or benefit levels. The Group's operations rely heavily on employees and on employees' ability to provide high-quality personal service to guests. A shortage of skilled labour or industrial action by employees, trade or other unions could adversely affect the Group's ability to provide these services and could lead to reduced occupancy or potential damage to the reputation of the Group. In addition, the Group relies heavily on certain key employees and should they cease to be employed by the Group, this could adversely affect the Group's operations.

Any of the possible scenarios described above could also be the target of social media reporting which could materially damage the Group's brand names and/or the reputation of the Group and have an adverse impact on the Group's business, financial condition and/or results of operations.

***The Group is subject to numerous laws and regulations in the markets in which it operates***

The Group is subject to numerous laws and regulations in all of the jurisdictions in which it operates, including those relating to hotel and property operations, food and beverage and laws and regulations governing relationships with employees. Furthermore, the success of the Group's strategy to expand its existing properties, acquire new properties or to open newly-constructed properties is contingent upon, among other things, receipt of all required licences, permits and authorisations, including local land use permits, building and zoning permits, environmental, health and safety permits and liquor and/or alcohol licences. Changes or concessions required by regulatory authorities could also involve significant costs (including increased compliance costs) and delay or prevent completion of the construction or opening of a project or could result in the loss of an existing licence.

***The Group is subject to risks of cyber security breaches***

Although the Group has put in place adequate security controls to mitigate this risk and frequently updates the security features of its information technology systems and equipment, the Group's information technology system is subject to attacks by hackers. Between May and July 2022, a sophisticated threat actor managed to bypass the Group's information technology security monitoring systems undetected and illegally accessed guest databases in eight of the Group's hotels. In response, the Group immediately engaged forensic experts to investigate and contain the situation. Certain data files were found to have been exfiltrated from these databases, but the investigation has not been able to verify the content of these files. In September 2022, the Group notified the guests of the affected properties and relevant regulatory authorities and law enforcement authorities and since then, the Group has been co-operating with various regulatory authorities in their investigations. Since the incident, the Group has completed or is in the process of completing additional enhancement actions as recommended by cyber forensic experts. While the Group has taken steps to further strengthen the security measures of its information technology systems, there can be no assurance that the Group will not be the subject of other cyber-attacks in the future. The occurrence of any cyber security breach could cause material damage to the Group's reputation, business interruption losses and the Group may face significant compensation claims and/or government fines as a result.

***The Group is exposed to the risk of events that adversely impact domestic or international travel***

Hotel operation is the Group's main source of revenue and operating profits. The hotel business is cyclical and sensitive to changes in the global economy in general. Since demand for hotel services is affected by economic growth, a global or regional recession could lead to a downturn in the hotel industry. There can be no guarantee that economic recession or a situation of prolonged difficulties in the hotel industry, tourism industry, or in international, national and local economies, will not have an adverse effect on the Group.

The Group's results have been and will continue to be significantly affected by factors outside of the Group's control. These include political unrest and natural disasters and other events which may affect the level of global travel and business activity, such as the outbreak of the novel coronavirus ("Covid-19") pandemic since late 2019 which has resulted in unprecedented travel restrictions, social distancing requirements and lockdown measures imposed around the world.

The hotel sector may be unfavourably affected by other factors such as government regulation and orders, changes in local market conditions, competition in the industry, excess hotel supply or reduced international or local demand for hotel rooms and associated services, foreign exchange fluctuations, the interest rate environment, the availability of finance and other natural and social factors.

The hotel industry is also affected by seasonality depending on the location and category of hotels. In addition, demographic, geographic or other changes in one or more of the Group's markets could impact the convenience or desirability of the sites of its hotels, which may adversely affect the operations of those hotels.

***Terrorist attacks and other acts of violence or war may adversely affect the Group's business***

Terrorist attacks, such as the terrorist bombings at Shangri-La Hotel, Colombo on 21 April 2019, armed conflicts, such as the Russia-Ukraine conflict, other acts of violence, or the threat of terrorist attacks, armed conflicts and other acts of violence, have a direct impact on international travel and may adversely affect the Group's operations, revenues and profitability. The consequences of any terrorist attacks or armed conflicts are unpredictable and may include the issuance of travel advisories warning people to defer and/or avoid travel to certain locations in which the Group operates, as well as a general reluctance of people to travel. The Group may not be able to foresee events that could have an adverse effect on the travel, hospitality and leisure industry, the locations in which the Group's resorts and hotels are located and its business and results of operations.

***Any future outbreak or threatened outbreak of mass communicable diseases such as Covid-19, SARS, avian or swine influenza or other new or contagious diseases may materially and adversely affect the Group's business, financial condition and/or results of operations***

In 2003, there was an outbreak of severe acute respiratory syndrome ("SARS"), a highly contagious and potentially deadly disease, in Hong Kong and Mainland China and in many other countries. The SARS outbreak had a significant adverse impact on the economies of the affected countries. Since the latter half of 2005, there have been media reports regarding the spread of the H5N1 virus or "Avian Influenza A" among birds and poultry and, in some isolated cases, transmission of Avian Influenza A virus from animals to human beings. Similarly, since early 2009, there have been reports globally regarding the spread of the H1N1 virus or "Swine Influenza A" from animals to humans and, in some isolated cases, of human-to-human transmission of Swine Influenza A. There was also the outbreak of Middle East respiratory syndrome in 2015.

More recently, the Covid-19 pandemic has caused severe business disruptions to the Group's hotel operations. Travel restrictions, social distancing measures and governmental actions connected with the Covid-19 pandemic have adversely affected revenue from the Group's hotel properties. For example, the Group's hotels in Hong Kong saw a sharp decline in business as the city saw its first confirmed Covid-19 case in late January 2020, and the operating environment remained challenging throughout 2020. The hotel market in Mainland China marked a bottom in early February 2020 with low single-digit occupancy. For the year ended 31 December 2021, although the Group was successful in achieving significant improvement in profitability as compared to the year ended 31 December 2020, mainly due to better hotel operations in key markets, effective cost management and supported by steady recurring income from the Group's investment properties, the resumption of international travel and hotel operations were interrupted and delayed by the outbreak of various Covid-19 variants. The years ended 31 December 2020, 2021 and 2022 were the most challenging in the Group's 52-year history, as Covid-19 restrictions disrupted normal movement in many countries and consequently travel, dining and events were shut down for extended periods. Sporadic outbreaks and resurgences of the pandemic negated recovery efforts and negatively impacted the Group's business severely.

Any further significant outbreak of a highly contagious disease may materially and adversely affect the business, financial condition and/or results of operations of the Group.

***An economic downturn in Mainland China or globally may materially and adversely affect the Group's business, financial condition and/or results of operations***

The Group conducts a large part of its operations and generates a majority of its revenue and profits in Mainland China. The Group's performance and the quality and growth of its assets are necessarily dependent on the overall economy of Mainland China. As a result, any downturn in Mainland China's economy may adversely affect the Group's business, financial condition and/or results of operations.

The Group currently has interests in a number of investment properties, real estate and development projects situated in the PRC. The property interests of the Group are subject to certain risks inherent in the ownership of, investment in and development of real estate properties.

These risks include, but are not limited to, the cyclical nature of property markets, changes in general economic, business and credit conditions, changes in government policies or regulations affecting real estate, building and other raw materials shortages, fluctuations in interest rates and the costs of labour and materials. The Group's property interests are also affected by the strength of the local economy.

The Group's performance is consequently dependent on the general performance of the PRC property markets. In the past, PRC property values have been affected by supply and demand of comparable properties, the rate of economic growth in the PRC and political and economic developments in the PRC. Rental values are also affected by factors such as political developments, governmental regulations and changes in planning or tax laws, interest rate fluctuations and inflation. Any decline in rental yields or property values could have an adverse effect on the Group's business, financial condition and/or results of operations.

Historically, the PRC property market has been cyclical and property prices in general have been volatile in recent years. In the PRC, the rapid expansion of the property market in certain major cities, including Shanghai and Beijing, in the early 1990s culminated in oversupply by the mid-1990s and a corresponding decrease in property values and rentals in the second half of the decade. Since the late 1990s, private residential property prices and the number of residential property development projects have gradually increased in certain major cities in the PRC as a result of an increase in demand driven by domestic economic growth. In particular, prices of residential properties in certain major PRC cities such as Beijing, Shanghai, Guangzhou and Shenzhen have experienced rapid and significant growth. In recent years, certain major PRC cities have seen cyclical changes in their property markets. Since 2010, the PRC Government at both the central and local levels have implemented home purchase restrictions, which have dampened the market sentiment and lowered transaction volume in the PRC property market. As a result, there is no assurance that the problems of oversupply and falling property prices described above will not recur or that the recurrence of such problems with respect to the PRC property market will not adversely affect the Group's results from its property development activities and more generally its business, financial condition and/or results of operations.

The inherent volatility of property markets impacts on the optimal timing for the acquisition of sites, pre-sales of development properties and the sale of completed development properties. This volatility, combined with the lead time required for completion of projects as well as the sale of existing properties, means that the Group's results from its property development activities may be susceptible to significant fluctuations from year to year.

In the event of an economic downturn, the Group may also experience market pressures that affect PRC companies with investment properties, such as pressures from tenants or prospective tenants to provide rent reductions or reduced market prices for sale properties. Rental values are also affected by factors such as political developments, governmental regulations and changes in planning or tax laws, interest rate levels and inflation. Additional supply of new residential and office properties in the areas in which the Group's investment properties are located may also adversely affect residential and office rents and occupancy rates as well as sale prices for new residential units. This may have an adverse effect on the Group's results from its property rentals and more generally its business, operating results and financial condition.

Economic developments outside Hong Kong and the PRC could also adversely affect the Group's overall business through their impact on the hotel and wider hospitality and travel sector. From the second half of 2007 to 2009, the global credit markets experienced significant volatility and liquidity disruptions which originated from the liquidity disruptions in the United States and the European Union credit and sub-prime residential mortgage markets. During this period, sub-prime mortgage loans and other consumer credit products in the United States also experienced increased rates of delinquency, foreclosure and loss. These and other related events, such as the collapse of a number of financial institutions and other entities, rising government deficits and debt levels together with the downgrading of the sovereign credit of certain member states of the European Union had a significant adverse impact on the global capital markets associated not only with asset-backed securities but also on the global credit and financial markets as a whole including, among other things, the demand for real estate, the availability and cost of credit and consumer sentiment. The deterioration in the financial markets contributed to a recession in the United States and global economy, which led to significant declines in employment, household wealth, consumer demand and lending and as a result adversely affected economic growth in Hong Kong, the PRC and elsewhere. There can be no assurance that such a recession in the United States or the global economy will not recur and result in oversupply and reduced property prices in the PRC.

From 2009 to 2019, the global economy, the PRC economy and the Hong Kong economy generally experienced recovery and growth, although there were events that contributed to further market volatility, including trade disputes between the United States and the PRC, exit of the United Kingdom from the European Union, social unrest in Hong Kong and the Covid-19 pandemic. The global economy continues to experience uncertainty brought on by geopolitical events. For example, the conflict between Russia and Ukraine has resulted in the imposition by the United States and other nations of sanctions and other restrictive actions against certain banks, companies and individuals in Russia and has led to significant volatility in the global credit markets.

In addition, changes in the global credit and financial markets have in recent years affected the availability of credit and led to an increase in the cost of financing. Since 2022, driven by inflationary pressures, interest rates have risen globally, including several raises announced by the U.S. Federal Reserve. Whilst the Group currently has committed facilities available that enable it to meet its current funding needs and future business expansion, the Group may have difficulty in the future in accessing the financial markets, which could make it more difficult or expensive to obtain funding. There can be no assurance that the Group will be able to continue to raise finance at a reasonable cost, or at all. The Group may also be subject to solvency risks of its banks and counterparts in its financial investments and arrangements. These may have an adverse effect on the Group's business, financial condition and/or results of operations.

***The Group's business may be affected by the Sino-U.S. government relationship***

Since July 2018, the U.S. government has imposed certain duties on certain Chinese goods which was in turn met with retaliatory tariffs on U.S. goods imposed by the PRC, and the global markets have reacted adversely as a result of these developments. Although the United States and the PRC entered into “phase one” of an economic and trade agreement in January 2020 as an initial step towards resolving the trade disputes between them, the effect of such an agreement remains uncertain. Since then, Sino-U.S. governmental relationships have deteriorated with the U.S. government imposing numerous political, economic and technology-related sanctions against the PRC, which has also given rise to tensions in the Taiwan Strait. In the longer term, there is no certainty as to how such developments could affect PRC consumer confidence, Chinese investment overseas or the wider global economy. As a result demand for domestic travel in Mainland China and international travel may decrease which could lead to a downturn in the hotel industry and could materially and adversely affect the Group's hotel operations' results. In addition, demand for the Group's investment properties (including office spaces, commercial spaces and serviced apartments) may fall which could also materially and adversely affect the Group's operations, property valuations and financial results.

***The Group is reliant on the reputation of its brands and the protection of its intellectual property rights***

Any event that materially damages the reputation of one or more of the Group's brands and/or failure to sustain the appeal of the Group's brands to its customers could have an adverse impact on the value of that brand and subsequent revenues from that brand or business. In addition, the value of the Group's brands is influenced by a number of other factors, some of which may be outside the Group's control, including commoditisation (whereby price and/or quality becomes relatively more important than brand identifications due, in part, to the increased prevalence of third-party intermediaries), consumer preference and perception, failure by the Group or its franchisees to ensure compliance with the significant regulations applicable to hotel operations (including fire and health and safety requirements), trademark infringement or other factors affecting consumers' willingness to purchase goods and services, including any factor which adversely affects the reputation of those brands.

In particular, where the Group is unable to enforce adherence to its operating and quality standards, or the significant regulations applicable to hotel operations, pursuant to its management and franchise contracts, there may be a further adverse impact upon brand reputation or customer perception and therefore the value of the hotel brands.

Given the importance of brand recognition to the Group's business, the Group has implemented measures to protect its intellectual property, including registration of trademarks and domain names. However, the controls and laws are variable and subject to change. Any widespread infringement, misappropriation or weakening of the control environment could materially harm the value of the Group's brands and its ability to develop the business.

***The Group faces competition in the markets in which it operates***

Hotels owned, managed or operated by the Group compete with other hotels for guests in a highly competitive industry. The success of a hotel in its market, in large part is dependent on its ability to compete in areas such as room rates, quality of accommodation, brand recognition, service level, convenience of location and the quality and scope of other amenities, including food and beverage facilities. Hotels compete with existing hotel facilities in their geographic markets, as well as hotel facilities that may be developed in the future in proximity to the existing hotels. The hotels owned, managed or operated by the Group are generally located in areas that contain numerous competitors. Some of the Group's competitors may have substantially greater marketing and financial resources than the Group, and they may significantly expand or improve their facilities, reduce their prices or expand or improve their marketing programmes and conduct better maintenance of existing operations and developments in ways that may adversely affect the operations of the Group.

***The Group is exposed to a variety of risks relating to identifying, securing and retaining management agreements***

A portion of the Group's business is derived from hotel management agreements for hotels in which the Group does not have any equity interests. These agreements are based on the management of hotels owned by third parties. Such agreements may not be renewed when they expire and in certain circumstances can be terminated prior to their expiration. For example, certain of the Group's management agreements have specified terms which, if not met or remedied, could allow a management agreement to be terminated by the owner prior to the expiration of its term. These management agreements also expose the Group to the risk of disputes with the relevant property owners. In addition, certain third party developers may not be able to complete the development of new hotels on schedule.

Moreover, since hotel management agreements are subject to renewal on mutually agreeable terms, the terms of new management agreements may not be as favourable as the terms contained in existing agreements and the Group may not be able to renew existing agreements on the same terms. The availability of suitable sites, planning and other local regulations or the availability and affordability of finance may all restrict the supply of suitable hotel development opportunities under management agreements. In connection with entering into management agreements, the Group may be required to make investments in, or guarantee the obligations of, third parties or guarantee minimum income to third parties. Such risks could have an adverse effect on the Group's business, financial condition and/or results of operations.

***The Group may not be able to secure renewals of existing agreements on the same terms, more favourable terms or at all***

The Group has entered into lease agreements in respect of certain properties, which agreements generally extend for a long period. Such agreements may not be renewed when they expire and in certain circumstances can be terminated prior to their expiration. Moreover, since lease arrangements are subject to renewal on mutually agreeable terms, there can be no assurance that existing leases may be renewed on the same terms or at all.

The Group has also entered into land use rights agreements for land on which hotel properties and/or investment properties are built for a fixed period of time. There can be no assurance that such agreements can be renewed or can be renewed on more favourable terms when they expire or at all.

***The Group may require additional capital in the future, which may not be available or may only be available on unfavourable terms***

The Group's business is substantially dependent on its properties and infrastructure. The acquisition and expansion of hotels and other properties, and the ongoing renovations, refurbishments and improvements required to maintain or upgrade existing properties to a high standard, are capital intensive. The Group's capital requirements primarily depend on the amount of capital expenditure, the pace of new hotel developments and other projects, operations and ongoing maintenance. The Group may need to raise additional funds to meet these requirements. However, any equity or debt financing, if available at all, may be on terms that are not favourable to the Group. The availability of future borrowings and access to the capital markets for financing depends on prevailing market conditions and the acceptability of the financing terms offered. The Group's ability to arrange for external financing and the cost of such financing is dependent on numerous factors, including general economic and capital market conditions, interest rates, credit availability from banks or other lenders, investor confidence in the Group, success of the Group's businesses, provisions of tax and securities laws that may be applicable to the Group's efforts to raise capital and political and economic conditions. 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 the Group. If the Group fails to obtain necessary funding on acceptable terms or at all, it may be forced to delay capital development projects, renovations and development activities, potential acquisitions and investments or otherwise curtail or cease operations.

***There are risks associated with the Group entering into joint ventures particularly in Mainland China***

A number of the Group's hotel and property interests, particularly in Mainland China, are held through joint venture entities. Joint ventures often have shared control over the operation of the joint venture assets. Although the Group generally seeks to maintain a sufficient level of control over these interests through ownership of a controlling interest and/or management in order to impose established financial control, management and supervisory techniques, these joint ventures may often involve the participation of local partners. This may involve special risks or problems associated with joint venture partners, including, among other things, inconsistent business interests, disagreement with the Group's policies or one or more of the partners experiencing financial difficulties. Alternatively, joint venture partners could take actions binding on the joint venture without the Group's consent. Although the Group has not to date experienced any significant problems with respect to its joint venture partners, any dispute with joint venture partners could have a material adverse effect on the Group's business, financial condition and/or results of operations. In addition, such agreements generally are for a fixed period of time and there can be no assurance such agreements may be renewed or may be renewed on more favourable terms when they expire or at all. In addition, guarantees given by joint venture partners, in particular by Mainland Chinese parties, in relation to joint ventures may be difficult to enforce as their validity may depend on the financial and legal qualifications of the joint venture partners and appropriate approvals having been obtained.

***The Group is exposed to the risk of litigation***

The Group is involved in ongoing proceedings and may be involved in disputes arising out of the operation of its business with many parties, including joint venture partners, guests, customers, employees, regulatory authorities, suppliers, service providers, lessors and/or the owners of hotels managed by it.



Significant costs may have to be incurred in defending the Group in such proceedings and the Group may also need to pay compensation together with interest and penalties as a result of such proceedings. In addition, exposure to litigation or fines imposed by regulatory authorities may also affect the reputation of the Group. Such risk could have an adverse effect on the Group's business, financial condition and/or results of operations.

***The Group is subject to risks relating to accidents or other incidents which may not be covered by insurance***

The Group maintains insurance coverage on all its hotels, investment properties and properties under construction, third party liabilities and employers' liabilities in accordance with what it believes to be adequate and in line with industry standards.

Although the Group believes that it has adequate insurance arrangements in place, it is possible that accidents or incidents could occur which are not covered or not fully covered by these arrangements. The occurrence of any such accidents or incidents which are not covered or not fully covered by insurance could adversely affect the business, financial condition and/or results of operations of the Group.

***Potential liability for environmental problems could result in costs to the Group***

The Group is subject to various local laws and regulations concerning the protection of health and the environment where it operates. Changes in environmental laws and regulations from time to time may cause the Group to incur compliance costs to meet the new requirements.

For new projects, the environmental laws and regulations which apply to any given project development site vary greatly according to the site's location, its environmental condition, the present and former uses of the site, as well as any adjoining properties. Environmental laws and conditions may (i) result in delays to the Group's property developments; (ii) cause the Group to incur compliance costs; and (iii) prohibit or severely restrict project development activity in environmentally-sensitive regions or areas. Each project undertaken by the Group is required under applicable laws and regulations to undergo environmental impact assessments. Further, an environmental impact assessment document is required to be submitted to the relevant government authorities for approval before commencement of construction. The local authorities may request the Group to submit additional environmental impact documents, issue orders to suspend the construction and/or impose penalties for any projects that have not, prior to the commencement of construction, received approval following the submission of the environmental impact assessment documents. Although the environmental investigations conducted to date have not revealed any environmental liability that the Group believes would have a material adverse effect on its business, financial condition and/or results of operations, it is possible that these investigations did not reveal all environmental liabilities, or that there are material environmental liabilities of which the Group is unaware.

## **RISKS RELATING TO THE ISSUERS, THE GUARANTOR AND THE GROUP**

***Howes Capital Limited (“HCL”) is a special purpose vehicle and has remained dormant since April 2017 following the full redemption of the Notes issued in 2012 and will be dependent on funds from the Guarantor to make payments under the Notes***

HCL was established by the Guarantor specifically for the purpose of raising finance and the Guarantor will use the net proceeds from the issue of each tranche of Notes under the Programme for the purposes as specified in the applicable Pricing Supplement (including on-lending the net proceeds from the issue of the Notes to the Guarantor and/or its subsidiaries). HCL does not and will not have any material assets other than issue of Notes under the Programme but it will receive repayments from the Guarantor and/or its subsidiaries in respect of loans made by HCL to those companies, which will be the material sources of funds available to meet the claims of the Noteholders. The ability of HCL to make payments under the Notes issued under the Programme will depend on its receipt of timely remittance of funds from the Guarantor and/or its subsidiaries and is also subject to all the risks to which the Guarantor and other Group companies are subject, to the extent that such risks could limit their ability to satisfy in full and on a timely basis their respective obligations to HCL under such loans.

***Shangri-La Hotel Limited (“SHL”) has limited operational assets of its own and will be dependent on funds from the Guarantor to make payments under the Notes***

SHL was established for the purposes of investment holding, hotel ownership and the operation and leasing of residential and serviced apartments in Singapore and the Guarantor will use the net proceeds from the issue by SHL of each tranche of Notes under the Programme for the purposes as specified in the applicable Pricing Supplement (including using the net proceeds from the issue of the Notes for the payment of cash dividends to the Guarantor, repayment of its own borrowings and on-loans to the Guarantor and/or its subsidiaries). SHL has limited operational assets and cash inflows to meet payments of interest and principal in relation to the Notes. The ability of SHL to make payments under the Notes issued under the Programme will therefore depend heavily on the provision of funds by the Guarantor and/or its subsidiaries when required and is subject to all the risks of the Guarantor.

***Shangri-La Treasury Pte. Ltd. (“STPL”) is a special purpose vehicle and will be dependent on funds from the Guarantor to make payments under the Notes***

STPL was established by Shangri-La (Singapore) Holdings Pte. Ltd. (a wholly owned subsidiary of the Guarantor) specifically for the purpose of raising finance and the Guarantor will use the net proceeds from the issue of each tranche of Notes under the Programme for the purposes as specified in the applicable Pricing Supplement (including on-lending the net proceeds from the issue of the Notes to the Guarantor and/or its subsidiaries). STPL does not and will not have any material assets other than issue of Notes under the Programme but it will receive repayments from the Guarantor and/or its subsidiaries in respect of loans made by STPL to those companies, which will be the material sources of funds available to meet the claims of the Noteholders. The ability of STPL to make payments under the Notes issued under the Programme will depend on its receipt of timely remittance of funds from the Guarantor and/or its subsidiaries and is also subject to all the risks to which the Guarantor and other Group companies are subject, to the extent that such risks could limit their ability to satisfy in full and on a timely basis their respective obligations to STPL under such loans.

### ***Holding company structure and structural subordination***

The Guarantor is primarily a holding company and its ability to make payments in respect of the Guarantee depend largely upon the receipt of dividends, distributions, interest or advances from its wholly or non-wholly owned subsidiaries and its associates. The ability of the subsidiaries and associates of the Guarantor to pay dividends and other amounts to the Guarantor is dependent on their profitability and subject to applicable laws and restrictions on the payment of dividends contained in financing or other agreements. Payments under the Notes issued under the Programme are structurally subordinated to all existing and future liabilities of each of the Guarantor's subsidiaries and associates. Claims of creditors of such companies will have priority as to the assets of such companies over the Guarantor and its creditors, including holders of the Notes seeking to enforce the Guarantee. As at 31 December 2022, the Group had total borrowings of U.S.\$5,612.4 million.

### ***The Group has significant level of indebtedness***

As at 31 December 2022, the Group had approximately U.S.\$5,612.4 million of total borrowings including a current portion of approximately U.S.\$952.4 million. The current portion of total borrowings was payable within one year. As at the same date, the Group had approximately U.S.\$5,424.5 million of total equity. The gearing ratio (total bank loans, bank overdrafts and fixed rate bonds less cash and bank balances and short-term fund placements to total equity) was approximately 89.3 per cent. Most of the Group's bank loans have been deployed for capital expenditures, hotel development and property development activities. The Group will continue to expand its hotel and property portfolio and upgrade its properties through renovation programmes.

The Group's level of indebtedness, effective interest rate and duration on the new loan agreements may adversely affect the Group's future strategy and operations in a number of ways, including:

- future debt service requirements will reduce the funds available to the Group for other purposes;
- the Group's ability to obtain adequate financing for working capital and capital expenditures for its future projects on terms which will enable such projects to achieve a reasonable return to the Group may be limited;
- the Group's leverage may hinder its ability to withstand competitive pressures or adjust rapidly, if at all, to changing market conditions;
- the effective interest rate on new loan agreements may be on less favourable terms than existing agreements; and
- the duration of new loan agreements may affect the Group's cashflow planning.

There can be no assurance that the Group's level of indebtedness and such restrictions will not materially and adversely affect the Group's ability to finance its future operations or capital needs, successfully operate its business, engage in other business activities or pay dividends and finance costs.

***The Group may not be able to effectively manage its strategy***

The Group has significantly expanded its operations in recent years particularly into Mainland China and, in conjunction with the execution of its strategy, expects to continue to expand its operations in terms of geography, customers and capital investment. To manage its growth, the Group must continue to improve its managerial, technical, operational and other resources, and to implement an effective management information system. In order to fund the Group's ongoing operations and its future growth, the Group needs to have sufficient internal sources of liquidity or access to additional long-term financing from external sources. Further, the Group will be required to manage relationships with a greater number of customers, suppliers, contractors, service providers, lenders and other third parties. There can be no assurance that the Group will not experience issues such as capacity and capital constraints, delay in capital contributions, construction delays and training an increasing number of personnel to manage and operate those facilities. In particular, failure of the Group to implement its expansion plans in a timely manner could adversely affect its ability to maintain, expand and diversify its revenue base and to maintain its profitability. There can be no assurance that such expansion plans will not adversely affect the Group's existing operations, which could have a material adverse effect on the Group's business, financial condition, results of operations and future prospects and may cause the price of Notes issued under the Programme to fall.

***The Group is subject to foreign exchange risks***

The Group's revenue, costs, debts and capital expenditure are mainly denominated in Hong Kong dollars, Renminbi and U.S. dollars. The Group also has exposure to other currencies in the jurisdictions in which it operates. Consequently, the Group's costs, profit margins, liabilities and asset values are affected by fluctuations in the exchange rates of different currencies. In relation to Renminbi, under the PRC's foreign exchange regulations, payments of current account items, including profit distributions, interest payments and expenditure from trade, may be made in foreign currencies without prior approval, subject to certain procedural requirements. However, foreign exchange controls continue for capital account transactions, including repayment of loan principal and return of direct capital investments and investments in negotiable securities.

The reporting currency for the Group is U.S. dollars. Exchange rate gains or losses will arise when the assets and liabilities in non-U.S. currencies are translated or exchanged into U.S. dollars for financial reporting purposes. If foreign currencies depreciate against the U.S. dollar, this may adversely affect the carrying value in U.S. dollars and thus the consolidated financial results of the Group. Since the Group does not engage in any material hedging activities to mitigate currency exchange rate exposure, the impact of future exchange rate fluctuations on the Group's profits cannot be accurately predicted.

***Property investment is generally illiquid***

Investment in property is generally illiquid, limiting the ability of an owner or a developer to convert property assets into cash at short notice or requiring a substantial reduction in the price that might otherwise be sought for such assets to ensure a quick sale.

***The Group's property development business involves distinctive risks***

The Group's property development business involves significant risks distinct from those involved in the ownership and operation of established properties, among other things, the risks that financing for development may not be available on favourable terms, that construction may not be completed on schedule or within budget (for reasons including but not limited to shortages of equipment, material and labour, work stoppages, interruptions resulting from inclement weather, unforeseen engineering, disagreements with external contractors, environmental and geological problems and unanticipated cost increases), that development may be affected by governmental regulations (including changes in building and planning regulations and delays or failure to obtain the requisite construction and occupancy approvals), and that developed properties may not be leased or sold on profitable terms and the risk that purchasers and/or tenants may default. An increase in mortgage rates in countries where the Group has property interests may also adversely affect the availability of loans on terms acceptable to purchasers, and hence the sale performance of the Group's properties.

***The Group is subject to risks incidental to property ownership***

The Group is subject to risks incidental to the ownership and operation of residential, office and related 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 the financial statements, increased operating costs and the need to renovate, repair and re-let space periodically and to pay the associated costs.

***The Group is subject to risks associated with the development and construction of hotels and/or investment properties***

The Group has interests in several hotels and mixed-development projects in the PRC, Japan and Singapore, which are in various stages of planning and development. Whilst estimated completion schedules and cost budgets are or will be in place for each project, there can be no assurance that construction deadlines will be met or that actual costs of design and construction will not exceed their estimates. Also, during long public holidays or adverse weather conditions, construction of projects of the Group may be hindered. As with any construction project, the Group may face substantial cost increases, cost overruns or delays caused by a number of factors, including shortages of, or price increases in, energy, raw materials or skilled labour, unforeseen environmental problems, contractor default or insolvency as well as difficulties in obtaining or inability to obtain any requisite licences, approvals or permits from regulatory authorities. Any such cost increases, cost overruns or delays could prevent or delay the development, completion or opening of the Group's current and future projects, which may materially and adversely affect the Group's business, financial condition and/or results of operations.

In addition, there is no assurance that all of the relevant Group members which are engaged in real estate development in the jurisdictions in which the Group operates or with real estate developers in relation to its construction projects in such jurisdictions will be able to obtain or maintain the necessary verification, licensing or other approvals required in such jurisdictions in a timely manner, or at all. If the Group, its project companies or the developers with whom the Group deals do not possess valid qualification certificates, the relevant government regulators may refuse to issue the permits necessary for the Group to conduct its business. Further, the relevant government regulators may impose a penalty on the Group and its project companies for failing to comply with the relevant operating and licensing requirements.

***There is no assurance of the availability of suitable sites at commercially acceptable prices for the Group's future development***

The Group normally only acquires freehold land, leasehold land and land use rights to fulfil its specific project requirements. In the countries where the Group operates, the supply of land is largely controlled by local governments according to each country's economic conditions and priorities. Local governments may implement various measures to regulate the means by which property developers obtain land for property development. The ability of the Group to acquire land for future development and its land acquisition costs will accordingly be affected by government policies in relation to land supply. The Group's future growth prospects may therefore be affected to the extent that it is unable to acquire land for future development in the countries where the Group operates at commercially acceptable prices and to generate reasonable returns for the Group.

***The Group relies on contractors and sub-contractors for the provision of certain services***

The Group engages contractors and sub-contractors to provide various services including construction, piling and foundation, building and property fitting-out work, interior decoration, installation of air conditioning units and elevators. There is no assurance that the services rendered by any contractor or sub-contractor engaged by the Group will be satisfactory. The Group is also exposed to the risk that its contractors and sub-contractors may require additional capital to complete an engagement in excess of the price originally tendered and the Group may have to bear additional costs as a result. Furthermore, there is a risk that the Group's major contractors and sub-contractors may experience financial or other difficulties which may affect their ability to discharge their obligations, thus delaying the completion of the Group's development projects or resulting in additional costs for the Group. The timely performance by these contractors and sub-contractors may also be affected by natural and human factors such as natural disasters, strikes and other industrial or labour disturbances, acts of terrorism, restraints of government, civil disturbances, accidents or breakages of machinery or equipment, failure of suppliers, interruption or delays in transportation, all of which are beyond the control of the Group. Any of these factors could adversely affect the business, financial condition and/or results of operations of the Group.

**RISKS RELATING TO HONG KONG AND MAINLAND CHINA**

***Hong Kong and Mainland China***

For the year ended 31 December 2022, the segment results from operations in Hong Kong and Mainland China accounted for a substantial portion of the business segment results of the Group (see "Description of the Group"). As a result, the Group's business, financial condition, and/or results of operations are substantially subject to the economic, political and legal developments in Hong Kong and Mainland China as well as the economies in the surrounding region materially.

A significant proportion of the Group's turnover is derived from its operations in Mainland China and Hong Kong. Consequently, a significant proportion of the Group's hotel revenues and associated operating costs are denominated in Renminbi and in Hong Kong dollars. The Hong Kong dollar has been linked to the U.S. dollar at the rate of approximately HK\$7.80 to U.S.\$1.00 since 17 October 1983. Renminbi is not freely convertible in open markets.

Any abandonment of the official exchange rate policies for the Renminbi and Hong Kong dollar may lead to sharp changes in the value of the Hong Kong dollar and/or Renminbi against the U.S. dollar and other foreign currencies and add significantly to the volatility in the Hong Kong dollar and Renminbi exchange rate in the future, both of which may materially affect the financial condition and results of the operations of the Group.

The value of the Renminbi against the U.S. dollar, the Hong Kong dollar and other foreign currencies fluctuates and is affected by, among other things, changes in the PRC government's policies and the PRC's domestic and international political and economic conditions. On 21 July 2005, the PRC government introduced a managed floating exchange rate system to allow the value of the Renminbi to fluctuate within a regulated band based on market supply and demand and by reference to a basket of currencies. On the same day, the value of the Renminbi appreciated by approximately 2 per cent. against the U.S. dollar.

In light of the global financial crisis at the time, the PRC government tightened its currency policy and reduced the volatility of Renminbi in 2008 in order to keep the Renminbi exchange rate stable. In June 2010, the PRC government indicated that it was desirable to proceed further with the reform of the Renminbi exchange rate regime and increase the Renminbi exchange rate flexibility, and a continued emphasis would be placed on reflecting market supply and demand by reference to a basket of currencies. The PRC government may also make further adjustments to the exchange rate system as it considers necessary and appropriate.

The Renminbi has appreciated against the U.S. dollar since the introduction of the managed floating exchange rate system but in October 2022, the value of the Renminbi fell to its lowest level since 2008.

The Group plans to continue expanding its business in Mainland China and would require substantial amounts of capital to implement such expansion plans in Mainland China. A devaluation of the U.S. dollar and/or the currencies against the Renminbi would increase non-Renminbi capital funding requirements and the U.S. dollars interest expenses and loan balances on Renminbi denominated indebtedness reported in the consolidated financial statements of the Guarantor in the future.

***Investments in Mainland China require approvals and consents from Mainland China regulatory authorities which cannot be assured***

Hotel and other property development projects in Mainland China including, but not restricted to, the Group's proposed acquisitions of equity interests in certain project companies and the entering into of new joint venture agreements require approvals to be obtained from a number of governmental authorities at different levels, the receipt of which cannot be assured. These development projects have been and may in the future be subject to certain risks, including changes in governmental regulations and economic policies, including, among other things, regulations and policies restricting construction of hotels and buildings and related limitations on extensions of credit, building material shortages, increases in labour and material costs, changes in general economic and credit conditions and the illiquidity of land and other property. There can be no assurance that required approvals will be obtained.

***Mainland China's economic, political and social conditions, as well as government policies, could affect the Group's business, financial condition and/or results of operations***

At present, a substantial portion of the Group's operations are located in Mainland China, with the proportion expected to grow significantly in the future and consequently, an increasing amount of the Group's revenue is expected to be derived from within Mainland China. Accordingly, the Group's business, financial condition, and/or results of operations will, to an increasing degree, be subject to the economic, political and legal developments of Mainland China.

The economy of Mainland China differs from the economies of most developed countries in many respects, including but not limited to its political structure, level of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources.

Mainland China's economy has been in transition from a planned economy to a market-oriented economy. For the past four decades, the PRC government has implemented economic reform measures emphasising utilisation of market forces in the development of Mainland China's economy. However, the PRC government retains the power to implement macroeconomic policies affecting Mainland China's economy, and has previously implemented measures to slow the pace of growth of Mainland China's economy, including raising interest rates and issuing administrative guidelines to control lending to certain industries. It also exercises significant control over growth of Mainland China's economy through the allocation of resources, control over foreign currency-denominated transactions, setting monetary policy and providing preferential treatment to particular industries or companies.

***The Group is subject to PRC government control on currency conversion***

The PRC government imposes controls on the convertibility of Renminbi into foreign currencies and, in certain cases, the remittance of currency to jurisdictions outside Mainland China. Certain holding companies within the Group provide offshore loans to subsidiaries in Mainland China. Under its current structure, the holding companies within the Group derive their income partially from dividend payments from PRC subsidiaries. Foreign currency controls may restrict or affect the ability of the Group's PRC subsidiaries to remit sufficient foreign currency to pay dividends or other payments or otherwise satisfy their foreign currency denominated or settled obligations. Under existing PRC foreign exchange regulations, payments of certain current account items can be made in foreign currencies without prior approval from the local branch of the State Administration of Foreign Exchange (SAFE), by complying with certain procedural requirements. However, approval from the appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted to a jurisdiction outside Mainland China to pay capital expenses such as the repayment of bank loans and intra-group loans denominated in foreign currencies. The PRC government may also, at its discretion, restrict access to foreign currencies for current account transactions in the future. If the PRC foreign exchange control system prevents the Group from obtaining sufficient foreign currency to satisfy its currency demands, its PRC subsidiaries may not be able to pay dividends in foreign currencies and the Group may not be able to service its debt obligations denominated or settled in foreign currencies. All of these factors could materially and adversely affect the Group's financial condition and/or results of operation.



***Changes to Mainland China's tax rates and/or tax system could affect the Group's business, financial condition and/or results of operations***

The PRC government implements tax system reform from time to time. Most recently, the VAT system reform implemented in 2016 significantly affected the manner of business operations and financial results of all different industries including the Group's business in Mainland China. It is expected that there will be further tax reform, changes in tax rates and introduction, amendment or cancellation of tax incentive schemes in the future, which could materially and adversely affect the Group's financial condition and/or results of operations.

***The Mainland China legal system has inherent uncertainties that would affect the Group's business and/or results of operations as well as the interest of investors in Notes issued under the Programme***

A substantial and growing share of the Group's business is conducted, and assets located, in Mainland China, and its operations are generally affected by and subject to Mainland China's legal system and Mainland Chinese laws and regulations.

Since 1979, the PRC government has promulgated laws and regulations in relation to general economic matters, such as foreign investment, corporate organisation and governance, commerce, taxation, foreign exchange and trade, with a view to developing a comprehensive system of commercial law. In particular, legislation has significantly enhanced the protections afforded to various forms of foreign investment in Mainland China. The legal system in Mainland China is continuing to evolve. Even where adequate laws exist in Mainland China, the enforcement of existing laws or contracts based on existing laws may be uncertain and sporadic, and it may be difficult to obtain swift and equitable enforcement or to obtain enforcement of a judgment by a court of another jurisdiction. In addition, Mainland China's legal system is based on written statutes and their interpretation, and prior court decisions may be cited as reference but have limited weight as precedents.

The Group has full or majority board control over the management and operation of all of the Group's subsidiaries established in Mainland China. The control over these PRC entities and the exercise of its shareholder rights are subject to their respective articles of association and Mainland Chinese laws applicable to foreign-invested enterprises in Mainland China, which may be different from the laws of other developed jurisdictions.

Mainland China has not developed a fully integrated legal system and recently-enacted laws and regulations may not sufficiently cover all aspects of economic activities in Mainland China. The relative inexperience of Mainland China's judiciary in many cases also creates additional uncertainty as to the outcome of any litigation. In addition, interpretation of statutes and regulations may be subject to government policies reflecting domestic political changes. Furthermore, because these laws and regulations are relatively new, and the number of published decisions is limited in volume and non-binding in nature, the interpretation, implementation and enforcement of these laws and regulations may result in uncertainties due to the lack of established practice available for reference. The Group cannot predict the effect of future legal development in Mainland China, including the promulgation of new laws, changes to existing laws or the interpretation or enforcement thereof, or the inconsistencies between local rules and regulations and national law. As a result, there is substantial uncertainty as to the legal protection available to the Group and investors in Notes issued under the Programme. In addition, Mainland China's legal system is based in part on government policies and internal rules (some of which are not published on a timely basis or at all) that may have retroactive effect. As a result, the Group may not be aware of its violation of these policies and rules until sometime after the violation has occurred.

This may also limit the remedies available to you as an investor and to the Group in the event of any claims or disputes with third parties.

Any litigation in Mainland China may be protracted and result in substantial costs and diversion of the Group's resources and management attention.

***It may be difficult to enforce any judgments obtained from non-Mainland China courts against the Group in Mainland China***

A substantial and growing share of the Group's assets are located within Mainland China. Mainland China does not have treaties providing for the reciprocal recognition and enforcement of judgments of courts with the United States, the United Kingdom, Japan or most other western countries. Therefore, it may be difficult for investors to enforce against the Group in Mainland China any judgments obtained from non-Mainland China courts.

***The Group may not be able to obtain land use right certificates with respect to certain parcels of land in which it has acquired an interest***

Land use right certificates are granted once the land premium is paid, and land use rights certificates may not be issued in piecemeal in proportion to the payment of the land premium. The Group is in the process of paying the land premium in relation to certain parcels of land for which land use right certificates have not yet been granted. If the Group fails to obtain the relevant land use right certificates, it will not be able to develop and sell properties on such land. The Group may not be able to acquire replacement land parcels on terms acceptable to it, or at all. All or any of this may have an adverse effect on the Group's business, financial condition, results of operations and business prospects going forward.

***The Group's business will be adversely affected if it fails to obtain, or experiences material delay in obtaining, the necessary governmental approvals for any major property development***

The PRC government strictly regulates the hotel and real estate market in the PRC. Hotel and/or investment property developers must comply with various PRC laws and regulations, including rules promulgated by local governments to enforce such laws and regulations. To develop and complete a hotel and/or investment property project, the Group must apply for various licences, permits, certificates and approvals at the relevant government authorities. Before such authorities issue any certificate or permit, the Group must first meet the prerequisite set forth by the relevant authorities. There is no assurance that the Group will not encounter serious delay or other difficulties in fulfilling such conditions, or that the Group will be able to adapt to new rules and regulations that may come into effect from time to time with respect to the hotel and/or investment property industry. There may also be delay on the part of the relevant regulatory bodies in reviewing the Group's applications and granting approvals. Therefore, in the event that the Group fails to obtain, or encounters significant delays in obtaining, the necessary governmental approvals for any of its projects, the Group may not be able to continue with or carry out its development plans on schedule, and its business may be adversely affected.

***The Group may be required to bear resettlement costs associated with the Group's property developments***

The land parcels the Group acquires in the future for development may have existing buildings or other structures or be occupied by third parties. In accordance with the City Housing Demolition Administration Regulations and the applicable local regulations, a property developer in the PRC is required to enter into a written agreement with the owners or residents of existing buildings subject to demolition for development, directly or indirectly through the local government, to provide compensation for their relocation and resettlement. Though the Group may acquire land with a vacant site, the Group's land acquisition costs may be subject to substantial increases which could adversely affect its financial condition if the compensation formula is changed to increase the compensation payable. In addition, if the Group or the local government fail to reach an agreement over compensation with owners or residents, any party may apply to the relevant housing resettlement authorities for a ruling on the applicable amount of compensation, which may delay the timetable for the Group's projects and adversely affect its business plans.

***The PRC Government may impose fines on the Group or take back the Group's land if the Group fails to develop a property according to the terms of the land grant contract***

Under PRC laws and regulations, if the Group fails to develop a property according to the terms of the land grant contract, including those relating to the payment of land premium, demolition and resettlement costs and other fees, the specified use of the land and the time for commencement and completion of the development, the PRC Government may issue a warning, impose a penalty, and/or take back the Group's land. Under current PRC laws and regulations, if the Group fails to pay any outstanding land grant premium on time, the Group may be subject to a late payment penalty of 0.1 per cent. of the outstanding balance for every day of delay in payment. In addition, the PRC Government may impose an idle land fee equal to 20 per cent. of the land premium or allocation fees if (i) the Group does not commence construction for more than one year after the date specified in the relevant land grant contract, (ii) total constructed gross floor area is less than one-third of the total proposed gross floor area for the development, or (iii) the capital invested in the development is less than 25 per cent. of the total investment approved for the development and the development is suspended for more than one year without governmental approval. Furthermore, the PRC Government has the authority to take back the land without compensation to the Group if the Group does not commence construction for more than two years after the date specified in the land grant contract, unless the delay is caused by force majeure or governmental action. There can be no assurance that there will be no significant delays in the commencement of construction or the development of the Group's properties in the future, or that the Group's developments will not be subject to idle land penalties or be taken back by the PRC Government as a result of such delays. The imposition of substantial idle land penalties could have an adverse effect on the Group's business, financial condition and/or results of operations. If any of the Group's land is taken back by the PRC Government, the Group would not only lose the opportunity to develop the property, but the Group would also lose its prior investments in the development, including land premiums paid and costs incurred prior to the date on which the land is taken back.

***The Group's financing costs are subject to changes in interest rates by the PBoC***

The Group relies on bank borrowings and third party loans to finance a substantial part of its operating hotels, investment properties and project developments. Accordingly, changes in interest rates have affected and will continue to affect the Group's financing costs and, ultimately, its results of operations. In Mainland China, borrowing rates are controlled by PBoC.

There can be no assurance that PBoC will not further raise lending rates or that the Group's business, financial condition and/or results of operations will not be adversely affected as a result.

### ***Other Markets***

In addition to its operations in Hong Kong and Mainland China, the Group's subsidiaries and associates also have hotel and property operations and development projects in countries such as Singapore, Thailand, Malaysia, the Republic of Mongolia, the Philippines, Japan, the Republic of Fiji, Australia, Indonesia, Myanmar, the Republic of the Maldives, France, Ghana, the United Kingdom, Turkey, Italy, Mauritius and Sri Lanka, whose markets are at different stages of economic, social and political development. The success and profitability of the Group's activities in specific countries may be affected by factors beyond the Group's control, such as changes in political stability, general economic and labour conditions and tax laws in those countries. For example, the hotels in the Philippines, Thailand, Indonesia and Myanmar have at times suffered on account of the political and economic uncertainties in these countries.

### ***The insolvency laws of the British Virgin Islands, Singapore, Bermuda and other local insolvency laws may differ from bankruptcy laws in jurisdictions with which the holders of the Notes are familiar***

As the Issuers and the Guarantor are incorporated under the laws of the British Virgin Islands, Singapore and Bermuda respectively, an insolvency proceeding relating to any of the Issuers and/or the Guarantor may involve the British Virgin Islands, Singapore or, as the case may be, Bermudan insolvency laws, the procedural and substantive provisions of which may differ from comparable provisions of jurisdictions with which the holders of Notes issued under the Programme are familiar, such as United States federal bankruptcy law. As a result, Noteholders may not enjoy the same level of protection as may be available under the laws of other jurisdictions.

## **RISKS RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES**

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

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

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

The relevant Issuer may be expected to exercise its rights 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.

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

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

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

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

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

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

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

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

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

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

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

*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 or used as “benchmarks” (including the Euro Interbank Offered Rate (“**EURIBOR**”)) have been the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others have yet to be implemented. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Note linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-European Union-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by European Union supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-European Union based, not deemed equivalent or recognised or endorsed). EU Benchmarks Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”) among other things, applies to the provision of benchmarks and the use of a benchmark in the United Kingdom. Similarly, it prohibits the use in the United Kingdom by United Kingdom supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority or registered on the Financial Conduct Authority register (or, if non-United Kingdom based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark. More broadly, any of the international 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:

- discouraging market participants from continuing to administer or contribute to the benchmark;
- triggering changes in the rules or methodologies used in the benchmark; or
- leading to the discontinuance or unavailability of quotes of certain “benchmarks”.

Any of the above changes or any other consequential changes as a result of international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a benchmark, and could affect the ability of the relevant Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes.

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

***The use of Secured Overnight Financing Rate (“SOFR”) as a reference rate is subject to important limitations and have a limited history.***

The rate of interest on the Floating Rate Notes may be calculated on the basis of SOFR (as further described under Condition 5.2(b)(iv) of the Terms and Conditions of the Notes).

In June 2017, the New York Federal Reserve’s Alternative Reference Rates Committee (the “**ARRC**”) announced SOFR as its recommended alternative to U.S. dollar London inter-bank offer rate (“**LIBOR**”). However, the composition and characteristics of SOFR are not the same as those of LIBOR. SOFR is a broad U.S. Treasury repo-financing rate that represents overnight secured funding transactions. This means that SOFR is fundamentally different from LIBOR for two key reasons. First, SOFR is a secured rate, while LIBOR is an unsecured rate. Second, SOFR is an overnight rate, while LIBOR represents interbank funding over different maturities. As a result, there can be no assurance that SOFR will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global or regional economic, financial, political, or regulatory events. For example, since publication of SOFR began in April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or other market rates.

As SOFR is an overnight funding rate, interest on SOFR-based Notes with interest periods longer than overnight will be calculated on the basis of either the arithmetic mean of SOFR over the relevant interest period or compounding SOFR during the relevant interest period. As a consequence of this calculation method, the amount of interest payable on each interest payment date will only be known a short period of time prior to the relevant interest payment date. Noteholders therefore will not know in advance the interest amount which will be payable on such Notes.

Although the Federal Reserve Bank of New York has published historical indicative SOFR information going back to 2014, such prepublication of historical data inherently involves assumptions, estimates and approximations. SOFR also has a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Noteholders should not rely on historical performance data as an indicator of the future performance of SOFR nor should they rely on any hypothetical data.

The Federal Reserve Bank of New York notes on its publication page for SOFR that use of the SOFR is subject to important limitations and disclaimers, including that the Federal Reserve Bank of New York may alter the methods of calculation, publication schedule, rate revision practices or availability of the SOFR at any time without notice. In addition, SOFR is published by the Federal Reserve Bank of New York based on data received from other sources. There can be no guarantee that the SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of the Noteholders. If the manner in which the SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction or elimination of the amount of interest payable on the Notes and a reduction in the trading prices of the Notes which would negatively impact the Noteholders who could lose part of their investment.

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a SOFR Benchmark Event occurs, which is based on the ARRC recommended language. There is however no guarantee that the fallback arrangements will operate as intended at the relevant time or operate on terms commercially acceptable to all Noteholders. Investors should consult their own independent advisers and make their own assessment about the potential risks in making any investment decision with respect to any Notes linked to SOFR.

***The market continues to develop in relation to SOFR as a reference rate for Floating Rate Notes.***

Investors should be aware that the market continues to develop in relation to SOFR and its adoption as an alternative to U.S. dollar LIBOR. Market participants and relevant working groups are exploring alternative reference rates based on SOFR (which seek to measure the market's forward expectation of a SOFR rate over a designated term). The market or a significant part thereof may adopt an application of SOFR that differs significantly from that set out in the Terms and Conditions of the Notes. In addition, the manner of adoption or application of SOFR in the bond markets may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SOFR in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SOFR.

The use of SOFR as a reference rate for bonds is nascent, and may be subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates. Notes referencing SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid which, in turn, may reduce the trading price of such Notes or mean that investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. Investors should consider these matters when making their investment decision with respect to Notes referencing SOFR.

***The market prices of Notes issued at a substantial discount or premium tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities***

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

***Investors may lose part or all of their investment in any index linked Notes issued***

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



## **RISKS RELATING TO THE NOTES GENERALLY**

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

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

Each potential investor in any 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 relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Offering Circular, any applicable supplement to this Offering Circular or any Pricing 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 relevant Notes and the impact such investment 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 relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest is different from the potential investor's currency;
- (d) understand thoroughly the terms of the relevant 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 may be complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the purchaser's overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Additionally, the investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing, and (3) other restrictions apply to its purchase of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

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

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

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

***Modification, waivers and substitution***

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. 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. Furthermore, there is a risk that the decision of the majority of holders of the Notes may be adverse to the interests of an individual Noteholder.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of the Terms and Conditions of the Notes or the Trust Deed or (ii) authorise or waive any proposed breach or breach of the Notes or the Trust Deed or (iii) the substitution of the Guarantor or any of its Subsidiaries as principal debtor under the Trust Deed and the Notes in place of the relevant Issuer, in the circumstances described in Condition 15.

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

The Terms and Conditions of the Notes will be governed by English law. No assurance can be given as to the impact of any possible judicial decision or change to English law, or administrative practice after the date of issue of the relevant Tranche of Notes.

***Performance of contractual obligations***

The ability of the relevant Issuer and/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 Principal Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, any other Paying Agent, each Transfer Agent, the relevant Registrar and/or the relevant Calculation Agent(s) of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the relevant Issuer and/or the Guarantor of their respective obligations to make payments in respect of the Notes, the relevant Issuer and/or the Guarantor may not, in such circumstances, be able to fulfil their respective obligations to the Noteholders, the Receiptholders and the Couponholders.

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

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

While the Notes are represented by one or more Global Notes, the relevant Issuer or, as the case may be, the Guarantor will discharge its payment obligations under the Notes by making payments to or to the order of the relevant Clearing System for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Notes. Neither the relevant Issuer nor the Guarantor has any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes (as the case may be).

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

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

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

***Noteholders' remedies under the Notes are capable of exercise only in limited circumstances***

Payment of principal and interest thereon in relation to the Notes may be accelerated only if certain circumstances arise or conditions are satisfied. See “*Terms and Conditions of the Notes – Events of Default*” for further information.

***The relevant Issuer may be unable to pay interest or redeem the Notes***

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

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

In certain circumstances (including without limitation the giving of notice to the relevant Issuer and the Guarantor pursuant to Condition 10.1 and the taking of actions and/or enforcement steps or proceedings pursuant to Condition 10.2), the Trustee may (at its sole discretion) request the Noteholders to provide an indemnity and/or security, and/or prefunding to its satisfaction before it takes actions on behalf of Noteholders. The Trustee shall not be obliged to take any such actions if not first indemnified and/or secured and/or prefunded to its satisfaction. Negotiating and agreeing to any indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take actions notwithstanding the provision of an indemnity or security or prefunding to it in breach of the terms of the Trust Deed constituting the Notes and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations, to the extent permitted by the agreements and the applicable law, it will be for the Noteholders to take such actions directly.

***A change in Singapore tax laws may adversely affect the Noteholders***

The Notes to be issued from time to time under the Programme are intended to be “qualifying debt securities” for the purposes of the Income Tax Act 1947 of Singapore (the “**ITA**”), subject to the fulfilment of certain conditions more particularly described in the section “*Taxation – Singapore*”. 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, administrative guidelines or circulars be amended or revoked at any time.

## **RISKS RELATING TO THE MARKET GENERALLY**

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

***There might not be a current active trading market and Notes issued under the Programme may trade at a discount to their initial offering price and/or have limited liquidity***

There may not be an established trading market for the Notes when issued, or one may never develop. If a market does develop, it may not be liquid. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the relevant Issuer and/or the Guarantor. If the Notes are trading at a discount, investors may not be able to receive a favourable price for their Notes, and in some circumstances, investors may not be able to sell their Notes at all or at their fair market value. 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, 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 more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of the Notes. Also, there can be no assurance as to the development or liquidity of any trading market, or that disruptions will not occur, for any particular Tranche of Notes to be issued under the Programme.

***The Notes may be de-listed, which may materially affect an investor's ability to resell***

Any Notes that are listed on the SGX-ST or any other listing authority, stock exchange or quotation system may be de-listed. If any Notes are de-listed, the relevant Issuer shall use all reasonable endeavours to obtain and maintain a listing of such Notes on such other major stock exchange as they may decide. Although no assurance is made as to the liquidity of the Notes as a result of listing on any listing authority, stock exchange or quotation system, delisting the Notes may have a material adverse effect on a Noteholder's ability to resell the Notes in the secondary market.

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

The relevant Issuer will pay principal and interest on the Notes in the currency specified in the relevant Pricing Supplement (the "**Specified Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes.

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

### ***The market value of the Notes may fluctuate***

The price and trading volume of the Notes may be highly volatile. Trading prices and volume of the Notes are influenced by numerous factors, including the operating results, business and/or financial condition of the Group, political, economic, financial and any other factors that can affect the capital markets, the industry and/or the Group generally. Adverse economic developments, acts of war and health hazards in countries in which the Group operates in could have a material adverse effect on the Group's operations, operating results, business, financial position and performance which in turn result in large and sudden changes in the volume and price at which the Notes will trade. There is no assurance that these developments will not occur in the future.

### ***Developments in other markets may adversely affect the market price of the Notes***

The market price of the Notes may be adversely affected by declines in the international financial markets and world economic conditions. The market for the Notes is, to varying degrees, influenced by economic, political, social and market conditions in other markets, especially those in Asia. Although economic conditions are different in each country, investors' reaction to developments in one country could affect the securities markets and the securities of issuers in other countries, including Singapore. Since the global financial crisis of 2008 and 2009, the international financial markets have experienced significant volatility. In particular, the ongoing Covid-19 pandemic has caused stock markets worldwide to lose significant value since February 2020. If similar developments occur in the international financial markets in the future, the market price of the Notes could be adversely affected.

### ***Changes in market interest rates may adversely affect the value of fixed rate Notes***

Investment in fixed rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of fixed rate Notes.

### ***The credit ratings assigned to the Notes may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

### ***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, as applicable, 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.

## ***RISKS RELATING TO RENMINBI-DENOMINATED NOTES***

A description of risks which may be relevant to an investor in Notes denominated in Renminbi (“**Renminbi Notes**”) is set out below.

***Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Notes.***

Renminbi is not freely convertible at present. The government of the PRC (the “**PRC Government**”) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar, despite significant reduction in control by it in recent years over trade transactions involving the import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

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

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016, and the People’s Bank of China (the “**PBoC**”) and the Ministry of Commerce of the PRC have implemented policies for further improving accessibility to Renminbi to settle cross border transactions in foreign currencies, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Despite Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that any regulatory restrictions inhibit the ability of the relevant Issuer to repatriate funds outside the PRC to meet its obligations under Notes denominated in Renminbi, the relevant Issuer will need to source Renminbi offshore to finance such obligations under the relevant Notes denominated in Renminbi, and its ability to do so will be subject to overall availability of Renminbi outside of PRC Government.

In addition, holders of beneficial interest of the Notes denominated in Renminbi may be required to provide certifications and other information (including Renminbi account information) in order to allow such holder to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

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

As a result of the restrictions imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the PBoC has entered into agreements on the clearing of Renminbi business (the “**Settlement Arrangements**”) with financial institutions (each, a “**Renminbi Clearing Bank**”) in a number of financial centres and cities, including but not limited to Hong Kong, London, Frankfurt and Singapore, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement and is further in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC remains limited.

There are restrictions imposed by PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBoC, although PBoC has gradually allowed participating banks to access the PRC's onshore inter-bank market for the purchase and sale of Renminbi. The Renminbi Clearing Banks only have limited access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from the offshore market to square such open positions.

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

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

***Remittance of proceeds into or outside of the PRC in Renminbi may be difficult.***

In the event that the relevant Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC Government authorities. However, there can be no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC Government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

In the event that the relevant Issuer does remit some or all of the proceeds into the PRC in Renminbi and the Issuer or the Guarantor subsequently is not able to repatriate funds outside the PRC in Renminbi, the relevant Issuer or the Guarantor will need to source Renminbi outside the PRC to finance their respective obligations under the Renminbi Notes, and their ability to do so will be subject to the overall availability of Renminbi outside the PRC.



***Investment in the Renminbi Notes is subject to exchange rate risks***

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. In August 2015, the PBoC implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar, requiring the market-makers who submit for PBoC's reference rates to consider the previous day's closing spot rate, foreign-exchange demand and supply as well as changes in major currency rates. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. In May 2017, the PBoC further decided to introduce counter-cyclical factors to offset the market pro-cyclicality, so that the midpoint quotes could adequately reflect China's actual economic performance. However, the volatility in the value of the Renminbi against other currencies still exists. All payments of interest and principal will be made in Renminbi with respect to Renminbi Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline. If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in the Renminbi Notes entails foreign exchange related risks, including possible significant changes in the value of Renminbi relative to the currency by reference to which the investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the Renminbi Notes below their stated coupon rates and could result in a loss when the return on the Renminbi Notes is translated into such currency. Accordingly, the value of the investment made by a holder in the Renminbi Notes in that foreign currency will decline.

***There may be PRC tax consequences with respect to investment in the Renminbi Notes***

In considering whether to invest in the Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situation as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the holder's investment in the Renminbi Notes may be materially and adversely affected if the holder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes. In addition, there may be tax consequences for the investor, as a result of any foreign currency gains resulting from any investment in the Renminbi Notes.

***Investment in the Renminbi Notes is subject to interest rate risks***

The value of Renminbi payments under Renminbi Notes may be susceptible to interest rate fluctuations occurring within and outside the PRC, including PRC Renminbi repo rates and/or the Shanghai inter-bank offered rate. The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of the Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of the Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

***Payments with respect to the Renminbi Notes may be made only in the manner designated in the Renminbi Notes***

All payments to investors in respect of the Renminbi Notes will be made solely: (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary for Clearstream and Euroclear or any alternative clearing system, by transfer to a Renminbi bank account maintained by or on behalf of the holder with a bank in Hong Kong in accordance with prevailing Clearstream and Euroclear rules and procedures or those of such alternative clearing system, (ii) for so long as the Renminbi Notes are represented by global certificates lodged with a sub-custodian for or registered with the CMU, by transfer to a Renminbi bank account maintained by or on behalf of the holder with a bank in Hong Kong in accordance with prevailing CMU rules and procedures or (iii) for so long as the Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained by or on behalf of the holder with a bank in Hong Kong in accordance with prevailing rules and regulations.

The relevant Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

***Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws***

In considering whether to invest in the Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situation as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the holder's investment in the Renminbi Notes may be materially and adversely affected if the holder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

## SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

*Terms used in this section that are not otherwise defined shall have the meanings given to them in the “Terms and Conditions of the Notes”.*

The Notes of each Series will be in either bearer form, with or without interest coupons (“**Coupons**”) attached, or registered form, without Coupons attached. Bearer Notes and Registered Notes will be issued outside the United States and to non-U.S. persons in reliance on Regulation S.

Notes to be listed on the SGX-ST will be accepted for clearance through Euroclear and Clearstream and may also be accepted for clearance through the CMU and/or CDP and/or any other clearing system as specified in the applicable Pricing Supplement.

### BEARER NOTES

Each Tranche of Bearer Notes will be initially issued in the form of either a temporary bearer global note (a “**Temporary Bearer Global Note**”) or a permanent bearer global note (a “**Permanent Bearer Global Note**”) and together with a Temporary Bearer Global Note, the “**Bearer Global Notes**”, and each a “**Bearer Global Note**”) as indicated in the applicable Pricing Supplement, which, in either case, will be delivered on or prior to the original issue date of the Tranche to either (i) a common depository (the “**Common Depository**”) for Euroclear and Clearstream, (ii) a sub-custodian for the Hong Kong Monetary Authority (“**HKMA**”), as operator of the Central Moneymarkets Unit Service, operated by the HKMA (the “**CMU**”) or (iii) CDP. Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream and/or The Bank of New York Mellon, Hong Kong Branch (the “**CMU Lodging and Paying Agent**”) and/or The Bank of New York Mellon, Singapore Branch (the “**CDP Paying Agent**”) and (in the case of a Temporary Bearer Global Note delivered to a Common Depository for Euroclear and Clearstream) Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent (as defined in the Terms and Conditions of the Notes).

On and after the date (the “**Exchange Date**”) which, for each Tranche in respect of which a Temporary Bearer Global Note is issued, is 40 days after the Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) in whole or in part upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement), in each case against certification of beneficial ownership as described above, unless such certification has already been given. The CMU may require that any such exchange for a Permanent Global Bearer Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders (as set out in the records of the CMU) have so certified.

The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

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

In respect of a Bearer Global Note held through the CMU, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Bearer Global Note are credited (as set out in the records of the CMU) at the close of business on the Clearing System Business Day immediately prior to the date for payment and, save in the case of final payment, no presentation of the relevant Bearer Global Note shall be required for such purpose.

The applicable Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons, attached upon either (i) not less than 60 days' written notice (a), in the case of Notes held by a Common Depository for Euroclear and/or Clearstream, from Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein and/or (b), in the case of Notes held through the CMU or CDP, from the relevant account holders therein to the CMU Lodging and Paying Agent or CDP Paying Agent as described therein, respectively, or (ii) only upon the occurrence of an Exchange Event.

For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream and in the case of Notes cleared through the CMU, the CMU have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any case, no successor clearing system satisfactory to the Trustee is available, and in the case of Notes cleared through CDP, CDP has closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), CDP has announced an intention to permanently cease business and no alternative clearing system is available or CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties as set out in the relevant CDP application form made between the relevant Issuer and CDP and no alternative clearing system is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by two directors of the relevant Issuer has been given to the Trustee. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, (a) in the case of Notes held by a Common Depository for Euroclear and/or Clearstream, Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) and/or, (b) in the case of Notes held through the CMU, the relevant account holders therein or, in either case, the Trustee may give notice to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent requesting exchange and/or, (c) in the case of Notes held through CDP, the relevant account holders therein or, in either case, the Trustee may give notice to the Principal Paying Agent or, as the case may be, the CDP Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent

requesting exchange or the CDP Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent or the CDP Paying Agent.

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

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

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

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

For the purpose of any payments made in respect of a Bearer Global Note, the relevant place of presentation shall be disregarded in the definition of “**Payment Day**” set out in Condition 6.6.

## **REGISTERED NOTES**

The Registered Notes of each Tranche will initially be represented by a global note in registered form, without receipts or coupons, (a “**Registered Global Note**” and together with any Bearer Global Note, the “**Global Notes**”). Prior to expiry of the distribution compliance period (as defined in Regulation S of the Securities Act (“**Regulation S**”)) applicable to each Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear or Clearstream, the CMU or CDP and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Registered Global Notes will (i) be deposited with, and registered in the name of a nominee of, a Common Depository for Euroclear and Clearstream, (ii) be deposited with a sub-custodian for and registered in the name of the HKMA as operator of the CMU or (iii) be deposited with CDP, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

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

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

All payments in respect of Notes represented by a Registered Global Note will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the clearing system business day (being a day on which the relevant clearing system is open for business) immediately prior to the date for payment.

Interests in a Registered Global Note will be exchangeable (without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream and, in the case of Notes cleared through the CMU, the CMU have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any case, no successor clearing system satisfactory to the Trustee is available, and in the case of Notes cleared through CDP, CDP has closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), CDP has announced an intention to permanently cease business and no alternative clearing system is available or CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties as set out in the relevant CDP application form made between the relevant Issuer and CDP and no alternative clearing system is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, (a) in the case of Notes registered in the name of a nominee for a Common Depository for Euroclear and/or Clearstream, Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Registered Global Note) and/or, (b) in the case of Notes held through the CMU, the relevant account holders therein, may give notice to the Registrar or, as the case may be, the CMU Lodging and Paying Agent requesting exchange and/or (c) in the case of Notes held through the CDP, the relevant account holders therein, may give notice to the Registrar or, as the case may be, the CDP Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Registrar or, as the case may be, the CMU Lodging and Paying Agent or the CDP Paying Agent requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar or, as the case may be, the CMU Lodging and Paying Agent or the CDP Paying Agent.

#### **DIRECT RIGHTS IN RESPECT OF NOTES CLEARED THROUGH CDP**

If there shall occur any Event of Default entitling the Trustee to declare all of the Notes to be due and payable, as provided in the Terms and Conditions of the Notes, the Trustee may exercise the right to declare Notes represented by the Global Note due and payable in the circumstances described in the Terms and Conditions of the Notes by stating in a notice given to the relevant Issuer and the Guarantor (the “**default notice**”) the principal amount of Notes (which may be less than the outstanding principal amount of the Global Note) which is being declared due and payable.

Following the giving of the default notice, the holder of the Notes represented by the Global Note may (subject as provided below) elect that direct rights (“**Direct Rights**”) under the provisions of the CDP deed of covenant dated on or about 22 October 2018 executed by Shangri-La Hotel Limited, the CDP deed of covenant dated on or about 16 June 2023 executed by Howes Capital Limited or the CDP deed of covenant dated on or about 16 June 2023 executed by Shangri-La Treasury Pte. Ltd. (each a “**CDP Deed of Covenant**”), as the case may be, shall come into effect in respect of a principal amount of Notes up to the aggregate principal amount in respect to which such default notice has been given. Such election shall be made by notice to the CDP Paying Agent and the Registrar in the case of the Registered Global Note and presentation of the Global Note, to or to the order of the CDP Paying Agent or the Registrar, as the case may be, for reduction of the nominal amount of Notes represented by the Global Note by such amount as may be stated in such notice and by endorsement of the appropriate schedule to the Global Note of the nominal amount of Notes in respect of which Direct Rights have arisen under the relevant CDP Deed of Covenant. Upon each such notice being given, the Global Note shall become void to the extent of the nominal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the Exchange Date or the date of transfer unless the holder elects in such notice that the exchange for such Notes shall no longer take place.

## NOTICES

All notices regarding Notes in bearer form will be deemed to be validly given if published in a leading daily newspaper of general circulation in Asia or such other English language daily newspaper with general circulation in Asia as the Trustee may approve. It is expected that such publication will be made in the Asian Wall Street Journal or The Business Times. The relevant Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Notes in bearer form are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding Notes in registered form will be deemed to be validly given if (a) sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the day after mailing and (b) if and for so long as any Notes in registered form are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any Notes in definitive form are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of (i) Euroclear and/or Clearstream, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream for communication by them to the holders of the Notes or (ii) the CMU, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the CMU for communication by them to the holders of the Notes, and any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to the CMU or (iii) CDP, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in the relevant Global Note and, in addition, in the case of (i), (ii) and (iii) above, for so long as any Notes are listed on a stock exchange or are admitted to

trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the fourth day after the day on which the said notice was given to Euroclear and/or Clearstream and/or the CMU and/or CDP on the date of despatch of such notice to the persons shown in the record maintained by CDP.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Notes in bearer form) or the Registrar (in the case of Notes in registered form). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, and/or, in the case of Notes lodged with a sub-custodian for or registered with the CMU, by delivery by such holder of such notice to the CMU Lodging and Paying Agent in Hong Kong, and/or, in the case of Notes cleared through CDP, by delivery of such holder of such notice to the CDP Paying Agent in Singapore, as the case may be, in such manner as the Principal Paying Agent, the Registrar, the CMU Lodging and Paying Agent, the CDP Paying Agent and Euroclear and/or Clearstream and/or the CMU and/or CDP, as the case may be, may approve for this purpose.

## **TRANSFER OF INTERESTS**

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

## **GENERAL**

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

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



Guarantor, the Trustee and their agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall be construed accordingly. Notwithstanding the above, if a Note (whether in global or definitive form) is held through the CMU, any payment that is made in respect of such Note shall be made at the direction of the bearer or the registered holder to the person(s) for whose account(s) interests in such Note are credited as being held through the CMU in accordance with the CMU Rules (as defined in the Agency Agreement) at the relevant time and such payments shall discharge the obligation of the relevant Issuer in respect of that payment under such Note.

Any reference herein to Euroclear and/or Clearstream and/or the CMU and/or CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or otherwise approved by the relevant Issuer, the Guarantor, the Principal Paying Agent, the Trustee and, as applicable, the Registrar.

No Noteholder, Receiptholder or Couponholder (as defined in the Terms and Conditions of the Notes) shall be entitled to proceed directly against the relevant Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the relevant Issuer shall appoint and maintain a paying agent in Singapore, where such Notes may be presented or surrendered for payment or redemption, in the event that the Global Note(s) representing such Notes is exchanged for definitive Notes. In addition, in the event that the Global Note(s) is exchanged for definitive Notes, an announcement of such exchange will be made by or on behalf of the relevant Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

## FORM OF PRICING SUPPLEMENT

The form of Pricing Supplement that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

**[MiFID II product governance/Professional investors and ECPs only target market** – [Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market.]* Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[UK MIFIR product governance/Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market.]* Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

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

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<sup>1</sup> Paragraph (iii) is not required where the Notes have a denomination of at least €100,000 or equivalent.

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

**[Singapore Securities and Futures Act Product Classification –** In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products]/[capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and are [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products.).<sup>3</sup>

Pricing Supplement dated [•••]

**[Shangri-La Hotel Limited/Howes Capital Limited/Shangri-La Treasury Pte. Ltd.]**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
unconditionally and irrevocably guaranteed by Shangri-La Asia Limited  
under the U.S.\$4,000,000,000  
Euro Medium Term Note Programme**

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

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “Conditions”) set forth in the Offering Circular dated 23 June 2023. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

<sup>1</sup> Paragraph (iii) is not required where the Notes have a denomination of at least €100,000 or equivalent.

<sup>2</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Offering Circular dated [original date]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [•••]], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto.]

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

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the “**ITA**”), shall not apply if such person acquires such Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

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

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

- |          |                                   |  |
|----------|-----------------------------------|--|
| <b>1</b> | (a) Issuer:                       | [Shangri-La Hotel Limited (LEI: 254900YGB17P2RB1TT59) / Howes Capital Limited (LEI: 254900PH2Z9DZGW40102) / Shangri-La Treasury Pte. Ltd. (LEI: 254900QIPTR55S72M438)] |
|          | (b) Guarantor:                    | Shangri-La Asia Limited  |
| <b>2</b> | (i) Series Number:                | [•••]  |
|          | (ii) Tranche Number:              | [•••]<br><i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)</i>                                   |
| <b>3</b> | Specified Currency or Currencies: | [•••]  |
| <b>4</b> | Aggregate Nominal Amount:         |  |
|          | (i) Series:                       | [•••]  |
|          | (ii) Tranche:                     | [•••]  |

- 5 [(i)] Issue Price: [•••] per cent of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (in the case of fungible issues only, if applicable)]
- [(ii)] Net Proceeds: Approximately [•••] (Required only for listed issues)]
- 6 (i) Specified Denominations:<sup>4</sup> [•••]
- (ii) Calculation Amount: [•••]  
*(If there is only one Specified Denomination, insert the Specified Denomination.  
 If there is more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- 7 (i) Issue Date: [•••]
- (ii) Interest Commencement Date: *[specify/Issue Date/Not Applicable]*  
*(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
- (iii) Trade Date: [•••]
- 8 Maturity Date: *[Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]]*<sup>5</sup>
- 9 Interest Basis: [[•••] per cent Fixed Rate]  
*[specify reference rate (eg: EURIBOR/ HIBOR/ CNH HIBOR/ SIBOR/ SOR/ SOFR)] +/- [•••] per cent Floating Rate]*  
 [Zero Coupon]  
 [Index Linked Interest]  
 [Dual Currency Interest]  
*[specify other]*  
 (further particulars specified below)

<sup>4</sup> If the Specified Denomination is expressed to be €100,000 or its equivalent and multiples of a lower nominal amount (for example €1,000), insert the following: “€100,000 plus 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”.

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

<sup>5</sup> Note that for Renminbi and Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here.

- 10 Redemption/Payment Basis: [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency Redemption]  
[Partly Paid]  
[Instalment]  
*[specify other]*
- 11 Change of Interest Basis or Redemption/Payment Basis: *[Specify details of any provision for change of Notes into another Interest Basis or Redemption/ Payment Basis]*
- 12 Put/Call Options: [Investor Put]  
[Issuer Call]  
[(further particulars specified below)]
- 13 Date of [Board] approval for issuance of Notes and Guarantee obtained: [•••] [and [•••], respectively]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)*
- 14 Status of the Notes: Senior
- 15 Listing and admission to trading: [Singapore/specify other/None]
- 16 Method of distribution: [Syndicated/Non-syndicated]

#### Provisions relating to Interest (if any) Payable

- 17 Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate(s) of Interest: [•••] per cent per annum [payable [annually/semi-annually/quarterly/other (specify)] in arrear]  
*(If payable other than annually, consider amending Condition 5)*
- (ii) Interest Payment Date(s): [•••] in each year up to and including the Maturity Date [adjusted in accordance with *[specify Business Day Convention]*<sup>6</sup>/[not adjusted]  
*[specify other]*  
*(N.B.: This will need to be amended in the case of long or short coupons)*

<sup>6</sup> Note that for certain Hong Kong dollar denominated Fixed Rate Notes and Renminbi denominated Fixed Rate Notes, the Interest Payment Dates are subject to modification and the following words should be added: “provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, “**Business Day**” means a day, other than a Saturday or a Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and currency deposits) in Hong Kong [and [•••]].”

- (iii) Fixed Coupon Amount(s): [•••] per Calculation Amount<sup>7</sup>  
*(Applicable to Notes in definitive form)*
- (iv) Broken Amount(s): [•••] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•••]  
*(Applicable to Notes in definitive form)*
- (v) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or Actual/365 (Fixed)<sup>8</sup> or *[specify other]*]
- (vi) Determination Date(s): [•••] in each year  
*[Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]*  
*(N.B.: This will need to be amended in the case of regular interest payment dates which are not of equal duration)*  
*(N.B.: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: *[None/Give details]*
- 18** Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Specified Period(s)/Specified Interest Payment Dates: [•••]
- (ii) Interest Period Date(s): [•••]  
*(Not applicable unless different from Interest Payment Date)*
- (iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/*[specify other]*]

<sup>7</sup> For Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: “Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 in the case of Renminbi denominated Fixed Rate Notes and to the nearest HK\$0.01, HK\$0.005 in the case of Hong Kong dollar denominated Fixed Rate Notes, being rounded upwards.”

<sup>8</sup> Applicable to Hong Kong dollar denominated Fixed Rate Notes and Renminbi denominated Fixed Rate Notes.

- (iv) Additional Business Centre(s): [•••]
- (v) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/*specify other*]
- (vi) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [•••]
- (vii) Screen Rate Determination:
- Reference Rate: [•••]  
*(Either EURIBOR, HIBOR, CNH HIBOR, SIBOR, SOR, SOFR Benchmark or other, although additional information is required if other – including fallback provisions in the Agency Agreement)*
  - Interest Determination Date(s): [•••]  
*(the day falling two Business Days in London for the Currency prior to the first day of such Interest Period if the Currency is not Sterling, Euro or Hong Kong Dollars or first day of each Interest Period if the Currency is Sterling or Hong Kong Dollars or the day falling two TARGET Business Days prior to the first day of such Interest Period if the Currency is Euro)*
  - Relevant Screen Page: [•••]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- SOFR: [Applicable/Not Applicable]
- SOFR Benchmark: [Not Applicable/Compounded Daily SOFR/Compounded SOFR Index]
  - Compounded Daily SOFR: [Not Applicable/SOFR Lag/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout]  
*(Only applicable in the case of Compounded Daily SOFR)*
  - Lookback Days: [Not Applicable/[•••] U.S. Government Securities Business Day(s)]  
*(Only applicable in the case of SOFR Lag)*



- SOFR Observation Shift Days [Not Applicable/[•••] U.S. Government Securities Business Day(s)]  
*(Only applicable in the case of SOFR Observation Shift or Compounded SOFR Index)*
- Interest Payment Delay Days [Not Applicable/[•••] U.S. Government Securities Business Day(s)]  
*(Only applicable in the case of SOFR Payment Delay)*
- SOFR Rate Cut-Off Date [Not Applicable/The day that is the [•••] U.S. Government Securities Business Day(s) prior to the end of each Interest Accrual Period]  
*(Only applicable in the case of Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout)*
- SOFR Index<sub>Start</sub> [Not Applicable/[•••] U.S. Government Securities Business Day(s)]  
*(Only applicable in the case of Compounded SOFR Index)*
- SOFR Index<sub>End</sub> [Not Applicable/[•••] U.S. Government Securities Business Day(s)]  
*(Only applicable in the case of Compounded SOFR Index)*

(viii) ISDA Determination:

- Floating Rate Option: [•••]
- Designated Maturity: [•••]
- Reset Date: [•••]

(ix) Margin(s): [+/-] [•••] per cent per annum

(x) Minimum Rate of Interest: [•••] per cent per annum

(xi) Maximum Rate of Interest: [•••] per cent per annum

(xii) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)  
Actual/365(Fixed)  
Actual/365(Sterling)  
Actual/360  
30/360, 360/360 or Bond Basis  
30E/360 or Eurobond Basis  
30E/360 (ISDA)  
Other]  
*(See Condition 5 for alternatives)*

- (xiii) Fallback provisions: [Benchmark Discontinuation (General)/ Benchmark Discontinuation (SOFR)/ specify other if different from those set out in the Conditions]
- (xiv) Rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•••]
- 19** Zero Coupon Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [•••] per cent per annum
- (ii) Reference Price: [•••]
- (iii) Any other formula/basis of determining amount payable: [•••]
- (iv) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Condition 7.6(c) and Condition 7.11 apply/specify other]  
*(Consider applicable day count fraction if not U.S. dollar denominated)*
- 20** Index Linked Interest Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula: *[give or annex details]*
- (ii) Calculation Agent: [•••]
- (iii) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Principal Paying Agent): [•••]
- (iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*

- (v) Specified Period(s)/ Specified Interest Payment Dates: [•••]
  - (vi) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]
  - (vii) Additional Business Centre(s): [•••]
  - (viii) Minimum Rate of Interest: [•••] per cent per annum
  - (ix) Maximum Rate of Interest: [•••] per cent per annum
  - (x) Day Count Fraction: [•••]
- 21** Dual Currency Interest Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/ method of calculating Rate of Exchange: [*give or annex details*]
  - (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Principal Paying Agent): [•••]
  - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
  - (iv) Person at whose option Specified Currency(ies) is/are payable: [•••]

**Provisions relating to Redemption**

- 22** Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•••]

- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [the greater of (i) the nominal amount of the Notes to be redeemed plus any accrued but unpaid interest; or (ii) the Make Whole Amount/[•••] per Calculation Amount/specify other/see Appendix]
- Margin: [•••]<sup>9</sup>
  - Relevant Period: [Quarterly/Semi-annually/Annually/specify other]<sup>9</sup>
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [•••]
- (b) Maximum Redemption Amount: [•••]
- (iv) Notice period (if other than as set out in the Conditions): [•••]  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or the Trustee.)*
- 23** Investor Put: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•••]
- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[•••] per Calculation Amount/specify other/see Appendix]
- (iii) Notice period (if other than as set out in the Conditions): [•••]  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or the Trustee.)*
- 24** Final Redemption Amount: [[•••] per Calculation Amount/specify other/see Appendix]

<sup>9</sup> Applicable for determining the Make Whole Amount.

- 25 Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7.6): [[•••] per Calculation Amount/specify other/see Appendix]]

### General Provisions Applicable to the Notes

- 26 Form of Notes:
- [Bearer Notes:  
[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/ only upon an Exchange Event]\*]  
  
[Temporary Bearer Global Note exchangeable for Definitive Notes on and after the Exchange Date]  
  
[Permanent Bearer Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/ only upon an Exchange Event]\*]
- \*(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)*
- [Registered Notes:  
[Registered Global Note (U.S.\$[•••] nominal amount)  
[registered in the name of a nominee for a common depositary for Euroclear and Clearstream/held through the CMU/held through CDP]]
- 27 Additional Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 18(iii) and 20(vii) relate)*

- 28** Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
- 29** Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/*give details. N.B.: a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues.*]
- 30** Details relating to Instalment Notes:
- (i) Instalment Amount(s): [Not Applicable/*give details*]
- (ii) Instalment Date(s): [Not Applicable/*give details*]
- 31** Other terms or special conditions: [Not Applicable/*give details*]

#### **Distribution**

- 32** (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/*give names and addresses and underwriting commitments*]
- (ii) Date of Subscription Agreement [•••]
- (iii) Stabilisation Manager(s) (if any): [Not Applicable/*give name*]
- 33** If non-syndicated, name of relevant Dealer: [Not Applicable/*give name and address*]
- 34** [Total commission and concession: [•••] per cent of the Aggregate Nominal Amount]
- 35** Private Banking Rebate: [Applicable/Not Applicable]  
*(For any issuance where paragraph 21 of the Hong Kong SFC Code of Conduct is applicable, also refer to paragraph 47 (i) below)*
- 36** U.S. Selling Restrictions: [Reg. S Category 2; TEFRA D/TEFRA C/TEFRA not applicable]

- 37 Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
- 38 Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*
- 39 Additional selling restrictions: [Not Applicable/give details]

#### **Operational Information**

- 40 Any clearing system(s) other than Euroclear, Clearstream, CMU or CDP and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- 41 Delivery: Delivery [against/free of] payment
- 42 The aggregate nominal amount of Notes issued has been translated into U.S. dollars at the rate of [•••], producing a sum of (for Notes not denominated in U.S. dollars): [Not applicable/U.S.\$[•••]]
- 43 [In the case of Registered Notes, specify the location of the office of the Registrar if other than New York:] [Not Applicable/Hong Kong]
- [In the case of Bearer Notes, specify the location of the office of the Principal Paying Agent if other than London:] [Not Applicable/Hong Kong]
- 44 Additional Paying Agent(s) (if any): [•••]
- 45 Ratings: [The Notes to be issued are unrated.] / [insert ratings, if any]

## Other Information

46 Use of proceeds: [As per the Offering Circular/[•••]]

ISIN: [•••]

Common Code: [•••]

[CMU Instrument Number: [•••]]

*(insert here any other relevant codes)*

47 Hong Kong SFC Code of Conduct

(i) Rebates: [A rebate of [•••] bps is being offered by the Issuer to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMI otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.] / [Not Applicable]

(ii) Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent: [*Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – overall coordinators to provide*] / [Not Applicable]

(iii) Marketing and Investor Targeting Strategy: [*Give details if different from the programme offering circular*]

## PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for the issue of Notes described herein pursuant to the U.S.\$4,000,000,000 Euro Medium Term Note Programme of [Shangri-La Hotel Limited/Howes Capital Limited/Shangri-La Treasury Pte. Ltd.] unconditionally and irrevocably guaranteed by Shangri-La Asia Limited.



## **[STABILISATION**

In connection with this issue, [insert name of Stabilisation Manager] (the “**Stabilisation Manager**”) (or persons acting on behalf of any Stabilisation Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or overallotment must be conducted by the relevant Stabilisation Manager (or persons acting on behalf of any Stabilisation Manager) in accordance with all applicable laws and rules.]

## **INVESTMENT CONSIDERATIONS**

There are significant risks associated with the Notes including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Notes, the appropriate tools to analyse that investment, and the suitability of the investment in each investor’s particular circumstances. No investor should purchase the Notes unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Notes.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

**Responsibility**

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

Signed on behalf of the Issuer:

Signed on behalf of the Guarantor:

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

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

## TERMS AND CONDITIONS OF THE NOTES

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

This Note is one of a Series (as defined below) of Notes issued by Shangri-La Hotel Limited, Howes Capital Limited or Shangri-La Treasury Pte. Ltd. (each, in relation to Notes issued by it, the “**Issuer**”) constituted by an amended and restated trust deed (such trust deed as modified and/or supplemented and/or restated from time to time, the “**Trust Deed**”) dated 23 June 2023 made between the Issuers, Shangri-La Asia Limited (the “**Guarantor**”) and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include any successor and all persons for the time being the trustee or trustees under the Trust Deed).

References to the “**Issuer**” in these Conditions shall refer to the relevant Issuer as specified as such in the applicable Pricing Supplement unless the context otherwise requires.

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

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

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an amended and restated agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) dated 23 June 2023 and made between (1) the Issuers, (2) the Guarantor, (3) the Trustee, (4) The Bank of New York Mellon, London Branch as issuing and principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor issuing and principal paying agent under the Agency Agreement), (5) The Bank of New York Mellon, Hong Kong Branch as CMU lodging and paying agent (the “**CMU Lodging and Paying Agent**”, which expression shall include any successor CMU lodging and paying agent), (6) The Bank of New York Mellon, Singapore Branch as CDP paying agent (the “**CDP Paying Agent**”, which expression shall include any successor CDP paying agent), (7) The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar in respect of Notes cleared through Euroclear (as defined below) or Clearstream (as defined below), The Bank of New York Mellon, Hong Kong Branch as registrar in respect of the Notes cleared through the CMU (as defined below) and The Bank of New York Mellon, Singapore Branch, as registrar in respect of Notes cleared through CDP (as defined below) (each in such capacity, the “**Registrar**”, which expression shall include any successor registrar), (8) The Bank of New York Mellon SA/NV, Luxembourg Branch as transfer agent in respect of Notes cleared through Euroclear and/or Clearstream, The Bank of New York Mellon, Hong Kong Branch as transfer agent in respect of the Notes cleared through the CMU and The Bank of New York Mellon, Singapore Branch, as transfer agent in respect of Notes cleared through CDP (together with the Registrar and the other transfer agents named therein, each in such capacity the “**Transfer Agent**”, which expression shall include any additional or successor transfer agents), (9) The Bank of New York Mellon, London Branch as calculation agent in respect of Notes cleared through Euroclear and/or Clearstream, The Bank of New York Mellon, Hong Kong Branch as calculation agent in respect of the Notes cleared through the CMU and The Bank of New York Mellon, Singapore Branch, as calculation agent in respect of Notes cleared through CDP (each in such capacity, the “**Calculation Agent**”, which expression shall include any additional or successor calculation agents) and (10) the other paying agents named therein (together with the Principal Paying Agent, CMU Lodging and Paying Agent and the CDP Paying Agent, the “**Paying Agents**”, which expression shall include any additional or successor paying agents). For the purposes of these Terms and Conditions (“**Conditions**”), all references (other than in relation to the determination of interest and other amounts payable in respect of the Notes) to the Principal Paying Agent shall, with respect to a Series of Notes to be held in the CMU, be deemed to be a reference to the CMU Lodging and Paying Agent and all such references shall be construed accordingly, and with respect to a Series of Notes to be held in CDP, be deemed to be a reference to the CDP Paying Agent and all such references shall be construed accordingly.

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

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

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

As used herein, “**Tranche**” means Notes which are identical in all respects (including as to listing and admission to trading) and “**Series**” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are available for inspection upon prior written request and satisfactory proof of holdings at all reasonable times during normal business hours at the registered office for the time being of the Trustee, being at the date hereof at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom and at the specified office of the Principal Paying Agent. Copies of the applicable Pricing Supplement are obtainable during normal business hours at the specified office of the Principal Paying Agent, save that if this Note is an unlisted Note of any Series, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more unlisted Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Trustee and the relevant Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, and are bound by, all the provisions of the Trust Deed, the Agency Agreement and the applicable Pricing Supplement which are applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in 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 Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

## **1. FORM, DENOMINATION AND TITLE**

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

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

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

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

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

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream**”) and/or the Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the “**CMU**”) and/or The Central Depository (Pte) Limited (“**CDP**”), each person (other than Euroclear, Clearstream, the CMU or CDP) who is for the time being shown in the records of Euroclear, Clearstream, the CMU or CDP as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, the CMU or CDP as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor, the Trustee and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notwithstanding the above, if a Note (whether in global or definitive form) is held through the CMU, any payment that is made in respect of such Note shall be made at the direction of the bearer or the registered holder to the person(s) for whose account(s) interests in such Note are credited as being held through the CMU in accordance with the CMU Rules at the relevant time and such payments shall discharge the obligation of the Issuer in respect of that payment under such Note.

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

References to Euroclear and/or Clearstream and/or the CMU and/or CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

## **2. TRANSFERS OF REGISTERED NOTES**

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

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

### **2.2 Transfers of Definitive Registered Notes**

Subject as provided in Condition 2.5 and Condition 2.6 below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the applicable Pricing Supplement as Specified Denominations). In order to effect any such transfer (a) the holder or holders must (i) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (b) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to the regulations set out in Schedule 4 to the Agency Agreement, which may be changed by agreement between the Issuer, the Principal Paying Agent, the Trustee and the Registrar. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is

located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request in the form of transfer, a new Definitive Registered Note in definitive form of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to the transferor.

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

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Definitive Registered Note, or part of a Definitive Registered Note, called for partial redemption.

### **2.4 Costs of registration**

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

### **2.5 Closed Periods**

No Noteholder may require the transfer of a Definitive Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount or interest in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer pursuant to Condition 7.3, (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date (as defined in Condition 6.4).

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

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

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

### **3.1 Status of the Notes**

The Notes and any relative Receipts and Coupons constitute direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer which (subject as aforesaid) rank and will at all times rank *pari passu* among themselves and with all other present and future unsubordinated and unsecured obligations of the Issuer, save for such obligations as maybe preferred by mandatory provisions of law.



### 3.2 Status of the Guarantee

The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. This guarantee (the “**Guarantee**”) constitutes direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor which (subject as aforesaid) rank and will at all times rank pari passu with all other present and future unsubordinated and unsecured obligations of the Guarantor, save for such obligations as may be preferred by mandatory provisions of law.

## 4. NEGATIVE PLEDGE

So long as any Note remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will create or permit to subsist, and the Guarantor will procure that no Principal Subsidiary (as defined below) other than a Listed Subsidiary or any of the Listed Subsidiaries’ Subsidiaries creates or permits to subsist, any mortgage, charge, pledge, lien or other form of encumbrance or security interest other than liens arising by operation of law (“**Security**”) upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) or to secure any guarantee of or indemnity in respect of, any Relevant Indebtedness unless, at the same time or prior thereto, the Issuer’s obligations under the Notes and the Trust Deed or, as the case may be, the Guarantor’s obligations under the Guarantee, (a) are secured equally and rateably therewith, or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution of the Noteholders.

For the purposes of these Conditions:

“**Auditor**” means the auditor for the time being of the Guarantor or, in the event of their being unable or unwilling to carry out any action requested of them pursuant to the terms of the Trust Deed, such other firm of certified accountants of internationally recognised standing as the Guarantor may nominate and notify in writing to the Trustee for the purpose.

“**HKFRS**” means Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants.

“**Listed Subsidiary**” means any Subsidiary of the Guarantor the shares of which are at the relevant time listed on any stock exchange.

“**Relevant Indebtedness**” means any present or future indebtedness in the form of, or represented by, bonds, debentures, notes or other investment securities which are for the time being, or are issued with the intention on the part of the Issuer or the Guarantor of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market.

“**Subsidiary**” or “**subsidiary**” of a person means any company or other business entity which at any time has its accounts consolidated with such person or which, under HKFRS from time to time, should have its accounts consolidated with such person.

“**Principal Subsidiary**” means, at any time during the subsistence of the Notes, any Subsidiary of the Guarantor:

- (a) whose net assets or (in the case of a Subsidiary which itself has subsidiaries) consolidated net assets (as consolidated into the latest published audited consolidated statement of financial position of the Guarantor and its Subsidiaries) as shown by its latest audited statement of financial position exceeds 10 per cent. of the consolidated net assets of the Guarantor and its Subsidiaries as shown by the then latest published audited consolidated statement of financial position of the Guarantor and its Subsidiaries; or
- (b) whose profits before taxation or (in the case of a Subsidiary which itself has subsidiaries) consolidated profit before tax, as shown by its latest audited statement of profit or loss are at least 10 per cent. of the consolidated profit before tax as shown by the latest published audited consolidated statement of profit or loss of the Guarantor and its Subsidiaries including, for the avoidance of doubt, the profit of the Guarantor and its consolidated Subsidiaries’, the profits of Subsidiaries not consolidated and the share of associates;
- (c) to which is transferred the whole or substantially the whole of the assets and undertaking of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary, provided that, in such a case, the Subsidiary so transferring its assets and undertaking shall thereupon cease to be a Principal Subsidiary,

but excluding (i) Seanoble Assets Limited, Kerry Industrial Company Limited, Shangri-La China Limited and Shangri-La Hotels (Europe), Shangri-La Investments (Australia) Pty. Ltd and their respective successors and assigns (together, the “**Non-Material Subsidiaries**”) and (ii) any other Subsidiaries which do not undertake any business other than the holding of shares or equity or other ownership interests in the other Subsidiaries of the Guarantor and any activities incidental thereto as the Guarantor shall certify in writing to the Trustee so long as in either case, such Non-Material Subsidiary or such Subsidiary (as the case may be) does not incur any indebtedness for borrowed money or create or permit to subsist any Security over its assets.

For the purpose of the above calculations, the consolidated net assets or consolidated profit before tax (as the case may be) of the Guarantor and its Subsidiaries as shown by the then latest published audited consolidated financial statements of the Guarantor and its Subsidiaries shall be prepared in conformity with HKFRS. The net assets (or consolidated net assets) or profit before tax (or consolidated profit before tax) of each Subsidiary as shown by their own audited financial statements adjusted as appropriate in conformity with HKFRS to reflect net assets (or consolidated net assets in the case of a Subsidiary which itself has subsidiaries) or profit before tax (or consolidated profit before tax in the case of a Subsidiary which itself has subsidiaries) of any company which has become or ceased to be a Subsidiary of the Guarantor after the end of the financial period to which such financial statements relate.

A report by the Auditor or a leading investment bank of international repute selected by the Guarantor, acting as expert, that, in its opinion, a Subsidiary is or is not or was or was not at any particular time a Principal Subsidiary shall be conclusive and binding on all parties concerned. References to the audited financial statements of a Subsidiary which has subsidiaries shall be construed as references to the audited consolidated financial statements of such Subsidiary and its subsidiaries, if such are required by law to be produced, or if no such financial statements is required by law to be produced, to pro forma financial statements, prepared for the purpose of such report. References to “net assets” and “profit before tax”, consolidated or non-consolidated, shall include references to equivalent items in the relevant financial statements as determined by the Auditor or the investment bank.

## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

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

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

As used in the Conditions, “**Interest Period**” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

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

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

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

For the purposes of these Conditions:

“**Calculation Amount**” means the amount specified as such in the applicable Pricing Supplement;

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest in accordance with Condition 5.1:

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

“**Determination Date**” means the date(s) specified as such in the applicable Pricing Supplement or, if none is so specified, the Interest Payment Date(s);

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

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

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

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

### (a) *Interest Payment Dates*

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

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

Such interest will be payable in respect of each Interest Period.

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

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

- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

“**Business Day**” means a day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Hong Kong and each Additional Business Centre specified in the applicable Pricing Supplement; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than Euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than Hong Kong and any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively), (B) in relation to any sum payable in Euro, a day which is a TARGET Business Day or (C) in relation to any sum payable in Renminbi, a day on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

“**Euro**” means the currency introduced at the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (5c) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended;

“**PRC**” means the People’s Republic of China, excluding Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan;

“**Renminbi**” means the lawful currency for the time being of the PRC;

“**TARGET Business Day**” means any day on which the T2 is open for the settlement of payments in Euro; and

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

(b) **Rate of Interest**

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

(i) *ISDA Determination for Floating Rate Notes*

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

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (C) the relevant Reset Date is either (I) if the applicable Floating Rate Option is based on the Euro-zone interbank offered rate (“**EURIBOR**”), on the Hong Kong interbank offered rate (“**HIBOR**”), on the CNH Hong Kong Interbank Offered Rate (“**CNH HIBOR**”), on the Singapore interbank offered rate (“**SIBOR**”) or on the Swap Offer Rate (“**SOR**”), the first day of that Interest Period or (II) in any other case, as specified in the applicable Pricing Supplement.

For the purposes of this subparagraph (i), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

(ii) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being SIBOR, SOR or SOFR*

- (A) Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined where the Reference Rate is not specified as being SIBOR, SOR or SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be either:
  - (I) the offered quotation; or

- (II) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (Brussels time, in the case of EURIBOR, or Hong Kong time, in the case of HIBOR) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. (in the case of CNH HIBOR) on the Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR or HIBOR or CNH HIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

- (B) If the Relevant Screen Page is not available or if, sub-paragraph (A)(I) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (A)(II) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall promptly inform the Issuer and the Issuer shall use all reasonable endeavours to appoint a Determination Agent and procure such Determination Agent to request each of the Reference Banks to provide its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on the Determination Date in question, and such offered quotations shall be notified by the Determination Agent in writing to the Calculation Agent. If two or more of the Reference Banks provide such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent;



- (C) If sub-paragraph (B) above applies and fewer than two Reference Banks are providing offered quotations to the Determination Agent, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as provided to the Determination Agent and communicated to the Calculation Agent by the Determination Agent quoted by major banks in, if the Reference Rate is EURIBOR, the principal Euro-zone office of such bank, or if the reference rate is HIBOR or CNH HIBOR, at, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on the relevant Determination Date, deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone interbank market or, if the Reference Rate is HIBOR or CNH HIBOR, the Hong Kong interbank market, as the case may be; and
- (D) if the Rate of Interest cannot be determined in accordance with sub-paragraphs (A), (B) and (C) of this paragraph (ii), the Rate of Interest shall be determined as at the last preceding Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).
- (iii) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SIBOR or SOR*
- (A) For each Floating Rate Note where the Reference Rate is specified as being SIBOR (in which case such Note will be a “**SIBOR Note**”) or SOR (in which case such Note will be a “**Swap Rate Note**”), the Rate of Interest payable from time to time under this Condition 5.2(b)(iii) will be determined by the Calculation Agent on the basis of the following provisions:
- (I) in the case of Floating Rate Notes which are SIBOR Notes:
- (aa) the Calculation Agent will, at approximately 11.00 a.m. (Singapore time) on the relevant Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Interest Period which appears on the Reuters Screen ABSIRFIX1 Page under the heading “SGD SIBOR” (or such other replacement page thereof or such other Relevant Screen Page);

- (bb) if no such rate appears on the Reuters Screen ABSIRFIX1 Page (or such other replacement page thereof or, if no rate appears, on such other Relevant Screen Page) or if Reuters Screen ABSIRFIX1 page (or such other replacement page thereof or such other Relevant Screen Page) is unavailable for any reason, the Calculation Agent shall promptly inform the Issuer and the Issuer shall use all reasonable endeavours to appoint a Determination Agent and procure such Determination Agent to request the Reference Banks to provide with the rate at which deposits in Singapore dollars are offered by it at approximately 11.00 a.m. (Singapore time) on the Determination Date to major banks in the Singapore interbank market for a period equivalent to the duration of such Interest Period commencing on such Interest Payment Date in an amount comparable to the aggregate nominal amount of the relevant Floating Rate Notes, and such deposit rates shall be notified to the Calculation Agent. The Rate of Interest for such Interest Period shall be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such deposit rates, as determined by the Calculation Agent;
- (cc) if on any Determination Date, two but not all the Reference Banks provide such deposit rate quotations, the Rate of Interest for the relevant Interest Period shall be determined in accordance with sub-paragraph (bb) above on the basis of the quotations of those Reference Banks providing such quotations; and
- (dd) if on any Determination Date one only or none of the Reference Banks provides the Determination Agent with such deposit rate quotations, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Determination Agent and communicated to the Calculation Agent at or about the Relevant Time on such 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 nominal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate or if on such Determination Date one only or none of the Reference Banks provides the Determination Agent with such quotation, the rate per annum which the Calculation

Agent determines to be arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Determination Date; provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph (dd), the Rate of Interest shall be determined as at the last preceding Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period);

- (II) in the case of Floating Rate Notes which are Swap Rate Notes:
- (aa) the Calculation Agent will, at or about 11.00 a.m. (Singapore time) on the relevant Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period as being the rate which appears on the Reuters Screen ABSFIX1 Page under the heading “SGD Swap Offer” (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about 11.00 a.m. (Singapore time) on such Determination Date and for a period equal to the duration of such Interest Period;
  - (bb) if on any Determination Date no such rate is quoted on Reuters Screen ABSFIX1 Page (or such other replacement page as aforesaid) or Reuters Screen ABSFIX1 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Calculation Agent shall promptly inform the Issuer and the Issuer shall use all reasonable endeavours to appoint a Determination Agent and procure such Determination Agent to determine the Rate of Interest for such Interest Period as being the rate (or, if there is more than one rate which is published, the arithmetic mean of those rates (rounded up, if necessary, to the nearest four decimal places)) for a period equal to the duration of such Interest Period published by a recognised industry body where such rate is widely used (after taking into account the industry practice at that time), and such rate shall be notified to the Calculation Agent, or by such other relevant authority as the Determination Agent may select and notify to the Calculation Agent; and

(cc) if on any Determination Date the Calculation Agent is otherwise unable to determine the Rate of Interest under paragraphs (aa) and (bb) above, the Rate of Interest shall be determined by the Determination Agent to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Determination Agent at or about 11.00 a.m. (Singapore time) on the first business day following such 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, or if on such day one only or none of the Reference Banks provides the Determination Agent with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about 11.00 a.m. (Singapore time) on such Determination Date, and such rate shall be notified to the Calculation Agent; provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph (cc), the Rate of Interest shall be determined as at the last preceding Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

(iv) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SOFR Benchmark*

(A) Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined where the Reference Rate is SOFR Benchmark, the Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus the Margin (if any) in accordance with Condition 5.2(d), all as determined by the Calculation Agent on the relevant Interest Determination Date.

(B) The “**SOFR Benchmark**” will be determined based on Compounded Daily SOFR or Compounded SOFR Index, as follows (subject in each case to Condition 5.2(i) as further specified in the applicable Pricing Supplement):

(I) If Compounded Daily SOFR (“**Compounded Daily SOFR**”) is specified in the applicable Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Period (where SOFR Lag, SOFR Payment Delay or SOFR Lockout is specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the applicable Pricing Supplement:

(aa) SOFR Lag:

$$\left( \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-\text{xUSBD}} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR<sub>i-xUSBD</sub>**” for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i);

“**Lookback Days**” means such number (which shall not be less than five) of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement;

“**d**” means the number of calendar days in the relevant Interest Period;

“**d<sub>o</sub>**” means the number of U.S. Government Securities Business Days in the relevant Interest Period;

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

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

(bb) SOFR Observation Shift:

$$\left( \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR<sub>i</sub>**” for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“**SOFR Observation Period**” means, in respect of an Interest Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Period;

“**SOFR Observation Shift Days**” means the number (which shall not be less than five) of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement;

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

“**d<sub>o</sub>**” means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

“**i**” means a series of whole numbers ascending from one to do, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a “U.S. Government Securities Business Day(i)”); and

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

(cc) SOFR Payment Delay:

$$\left( \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR<sub>i</sub>**” for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“**Interest Payment Date**” shall be the date falling the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

“**Interest Payment Delay Days**” means the number (which shall not be less than five) of Business Days as specified in the applicable Pricing Supplement;

“**d**” means the number of calendar days in the relevant Interest Period;

“**d<sub>o</sub>**” means the number of U.S. Government Securities Business Days in the relevant Interest Period;

“**i**” means a series of whole numbers ascending from one to do, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period (each a “**U.S. Government Securities Business Day(i)**”); and

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

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Period where SOFR Payment Delay is specified in the applicable Pricing Supplement, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(dd) SOFR Lockout:

$$\left( \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:



“**SOFR<sub>i</sub>**” for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

“**d**” means the number of calendar days in the relevant Interest Period;

“**d<sub>o</sub>**” means the number of U.S. Government Securities Business Days in the relevant Interest Period;

“**i**” means a series of whole numbers ascending from one to do, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period (each a “**U.S. Government Securities Business Day(i)**”); and

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

The following defined terms shall have the meanings set out below for purpose of Condition 5.2(b)(iv)(B)(I):

“**Bloomberg Screen SOFRRATE Page**” means the Bloomberg screen designated “**SOFRRATE**” or any successor page or service;

“**Reuters Page USDSOFR=**” means the Reuters page designated “**USDSOFR=**” or any successor page or service;

“**SOFR**” means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent in accordance with the following provision:

- (i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator’s Website;

- (ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator’s Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; or
- (iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5.2(i) shall apply as specified hereon;

“**SOFR Rate Cut-Off Date**” means the date that is a number of U.S. Government Securities Business Days prior to the Interest Payment Date relating to the relevant Interest Period, the Maturity Date or the relevant Optional Redemption Date, as applicable, as specified in the applicable Pricing Supplement, provided that it shall be not less than five U.S. Government Securities Business Days prior to the end of the relevant Interest Period, the Maturity Date or the relevant Optional Redemption Date, as applicable; and

“**SOFR Determination Time**” means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

- (II) If Compounded SOFR Index (“**Compounded SOFR Index**”) is specified as applicable in the applicable Pricing Supplement, the SOFR Benchmark for each Interest Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left( \frac{360}{d_c} \right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR Index**” means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator’s Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

- (aa) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the “**SOFR Index**” shall be calculated on any Interest Determination Date with respect to an Interest Period, in accordance with the Compounded Daily SOFR formula described above in Condition 5.2(b)(iv)(B)(I)(bb), and the term “SOFR Observation Shift Days” shall mean five U.S. Government Securities Business Days; or
- (bb) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5.2(i) shall apply as specified in the applicable Pricing Supplement;

“**SOFR Index<sub>End</sub>**” means, in respect of an Interest Period, the SOFR Index value on the date that is the number (which shall not be less than five) of U.S. Government Securities Business Days specified in the applicable Pricing Supplement prior to the Interest Period Date for such Interest Period (or in the final Interest Period, the Maturity Date);

“**SOFR Index<sub>Start</sub>**” means, in respect of an Interest Period, the SOFR Index value on the date that is the number (which shall not be less than five) of U.S. Government Securities Business Days specified in the applicable Pricing Supplement prior to the first day of such Interest Period;

“**SOFR Index Determination Time**” means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

“**SOFR Observation Period**” means, in respect of an Interest Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Period;

**“SOFR Observation Shift Days”** means the number (which shall not be less than five) of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement; and

**“d<sub>c</sub>”** means the number of calendar days in the applicable SOFR Observation Period.

The following defined terms shall have the meanings set out below for purpose of this Condition 5.2(b)(iv):

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Period, the date specified as such in the applicable Pricing Supplement or, if none is so specified:

- (i) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate and where SOFR Lag, SOFR Observation Shift or SOFR Lockout is specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR or where Compounded SOFR Index is specified as applicable in the applicable Pricing Supplement) the third U.S. Government Securities Business Day prior to the last day of each Interest Period; and
- (ii) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate and where SOFR Payment Delay is specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR) the Interest Period Date at the end of each Interest Period, provided that the Interest Determination Date with respect to the final Interest Period will be the U.S. Government Securities Business Day immediately following the relevant SOFR Rate Cut-Off Date;

**“SOFR Administrator’s Website”** means the website of the Federal Reserve Bank of New York (currently, being <https://www.newyorkfed.org/markets/reference-rates/sofraverages-and-index>), or any successor source;

**“SOFR Benchmark Replacement Date”** means the Benchmark Replacement Date with respect to the then-current Benchmark;

**“SOFR Benchmark Transition Event”** means the occurrence of a Benchmark Event with respect to the then-current Benchmark; and

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

- (v) If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR, HIBOR, CNH HIBOR, SIBOR, SOR or SOFR, the Interest Rate in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

In these Conditions:

“**Determination Agent**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise (which shall not be the Calculation Agent) selected and appointed by (and at the expense of) the relevant Issuer for the purposes of this Condition 5 and notified in writing by the relevant Issuer to the Calculation Agent and the Trustee.

“**Euro-zone**” means the region comprised of member states of the European Union that have adopted the Euro;

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified hereon;

“**Rate of Interest**” means the rate of interest payable from time to time in respect of the Note and that is either specified or calculated in accordance with the provisions hereon;

“**Reference Banks**” means (i) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone market, (ii) in the case of a determination of HIBOR, the principal Hong Kong office of four major banks in the Hong Kong inter-bank market, (iii) in the case of a determination of CNH HIBOR, the principal Hong Kong office of four major banks in the Hong Kong inter-bank market and (iv) in the case of a determination of SIBOR or SOR, the principal Singapore office of three major banks in the Singapore inter-bank market, in each case selected by the Determination Agent or as specified hereon;

“**Reference Rate**” means the reference rate specified as such in the applicable Pricing Supplement;

“**Relevant Currency**” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated;

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Bloomberg agency and Reuters) as may be specified in the applicable Pricing Supplement for the purpose of providing the Reference 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 Reference Rate; and

“**Singapore dollars**” means the lawful currency for the time being of the Republic of Singapore.

(c) ***Margins, Minimum Rate of Interest and/or Maximum Rate of Interest***

- (i) any Margin is specified hereon (either (A) generally, or (B) in relation to one or more Interest Period(s)), an adjustment shall be made to all Rates of Interest, in the case of (A), or the Rates of Interest for the specified Interest Periods, in the case of (B), calculated in accordance with Condition 5.2 above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to Condition 5.2(d)(ii) below.
- (ii) If any Maximum Rate of Interest or Minimum Rate of Interest is specified hereon, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

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

(d) ***Determination of Rate of Interest and calculation of Interest Amounts***

The Calculation Agent, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period and notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent will calculate the amount of interest (the “**Interest Amount**”) payable on the Floating Rate Notes or Index Linked Interest Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or

- (ii) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

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

In these Conditions:

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest in accordance with Condition 5.2:

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30; and



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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(e) ***Notification of Rate of Interest and Interest Amounts***

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and the Trustee and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth Hong Kong Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this Condition 5.2(e), the expression “**Hong Kong Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Hong Kong.

**(f) Determination or Calculation**

If for any reason at any relevant time the Calculation Agent defaults in its obligation to determine the Rate of Interest or to calculate any Interest Amount in accordance with subparagraph (b)(i) of Condition 5.2 or subparagraph (b)(ii) of Condition 5.2 above or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with Condition 5.2(d) above, the Issuer shall appoint an agent on its behalf to make such determination or calculation and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, such agent shall apply the foregoing provisions of this Condition 5.2, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement.

**(g) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, whether by the Calculation Agent, or, if applicable, the relevant agent of the Issuer, shall (in the absence of fraud, wilful default, gross negligence or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of fraud, wilful default, gross negligence or manifest error) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Calculation Agent or, if applicable, the relevant agent of the Issuer in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**(h) Benchmark Discontinuation (General):**

Where this Condition 5.2(h) is specified as applicable hereon:

**(i) Independent Adviser**

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.2(h)(ii)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5.2(h)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 5.2(h) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Noteholders, the Receiptholders or the Couponholders for any determination made by it, pursuant to this Condition 5.2(h).

If (A) the Issuer is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5.2(h)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be determined using the Original Reference Rate last displayed on the relevant Screen Page prior to the relevant Interest Determination Date. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5.2(h)(i).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(h)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(h)).

(iii) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5.2(h) and the Independent Adviser, determines (A) that amendments to these Conditions and/or the Trust Deed/Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(h)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Trust Deed/Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 5.2(h)(v), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Notwithstanding any other provision of this Condition 5.2(h), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5.2(h) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5.2(h)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5.2(h) will be notified at least 10 business days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two Authorised Signatories of the Issuer:

- (A) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5.2(h); and
- (B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 5.2(h), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.2(h), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, willful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, willful default or fraud) shall not incur any liability for not doing so.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 5.2(h)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 5.2(b) will continue to apply unless and until a Benchmark Event has occurred.

(vii) Definitions:

As used in this Condition 5.2(h):

“**Adjustment Spread**” means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (B) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);
- (C) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.2(h)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

“**Benchmark Amendments**” has the meaning given to it in Condition 5.2(h)(iv).

“**Benchmark Event**” means:

- (A) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

- (B) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (E) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (F) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (B) and (C) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (D) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (E) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5.2(h)(i).

“**Original Reference Rate**” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

“**Relevant Nominating Body**” means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“**Successor Rate**” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(i) ***Benchmark Discontinuation (SOFR):***

*This Condition 5.2(i) shall only apply to U.S. dollar-denominated Notes where so specified in the applicable Pricing Supplement.*

The following provisions shall apply if Benchmark Discontinuation (SOFR) is specified as applicable in the applicable Pricing Supplement:

(i) **Benchmark Replacement**

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the-then current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.



(ii) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders. For the avoidance of doubt, the Trustee and any of the Agents shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5.2(i). Noteholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

(iii) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5.2(i), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (A) will be conclusive and binding absent manifest error, (B) will be made in the sole discretion of the Issuer or its designee, as applicable, and (C) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(iv) The following defined terms shall have the meanings set out below for purpose of this Condition 5.2(i):

“**Benchmark**” means, initially, the relevant SOFR Benchmark specified in the applicable Pricing Supplement; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement;

“**Benchmark Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (A) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (B) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (C) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“**Benchmark Replacement**” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (A) the sum of:
  - (I) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and
  - (II) the Benchmark Replacement Adjustment;
- (B) the sum of:
  - (I) the ISDA Fallback Rate; and
  - (II) the Benchmark Replacement Adjustment; or
- (C) the sum of:
  - (I) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Notes at such time; and
  - (II) the Benchmark Replacement Adjustment;

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (A) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Notes at such time;

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (A) in the case of sub-paragraph (A) or (B) of the definition of “Benchmark Event”, the later of:
- (B) the date of the public statement or publication of information referenced therein; and
- (C) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (D) in the case of sub-paragraph (C) of the definition of “Benchmark Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“**designee**” means a designee as selected and separately appointed by the Issuer in writing;

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time, including the 2021 ISDA Interest Rate Derivatives Definitions (as amended or supplemented from time to time);

“**ISDA Fallback Adjustment**” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“**Reference Time**” with respect to any determination of the Benchmark means (A) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Compounded Daily SOFR is specified as applicable in the applicable Pricing Supplement) or SOFR Index Determination Time (where Compounded SOFR Index is specified as applicable hereon), or (B) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

### **5.3 Interest on Dual Currency Interest Notes**

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Pricing Supplement.

### **5.4 Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

### **5.5 Interest on Zero Coupon Notes**

Where a Note the Interest Basis of which is specified to be Zero Coupon:

- (a) 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 7.6(c)); and
- (b) 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 7.6(c)).

### **5.6 Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) as provided in the Trust Deed.

## **6. PAYMENTS**

### **6.1 Method of payment**

Subject as provided below:

- (a) payments in a Specified Currency other than Euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);

- (b) payments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee; and
- (c) payments in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the payee with a bank in Singapore, Hong Kong or such other location outside the PRC as specified in the applicable Pricing Supplement.

## **6.2 Presentation of Definitive Bearer Notes, Receipts and Coupons**

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Payments of Instalment Amounts (if any) in respect of Definitive Bearer Notes, other than the final Instalment Amount, will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final Instalment Amount will be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Definitive Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant Instalment Amount together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A “**Long Maturity Note**” is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

### **6.3 Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of any Bearer Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note (i) in the case of a Bearer Global Note lodged with the CMU, to the CMU for their distribution to the person(s) for whose account(s) interests in the relevant Bearer Global Note are credited as being held by the CMU in accordance with the CMU Rules at the relevant time and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment, or (ii) in the case of a Bearer Global Note not lodged with the CMU, against presentation or surrender, as the case may be, of such Bearer Global Note at the specified office of any Paying Agent outside the United States.

A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made (in the case of a Bearer Global Note not lodged with the CMU) on such Bearer Global Note either by the Paying Agent to which it was presented or in the records of Euroclear, Clearstream and CDP, as applicable or (in the case of a Bearer Global Note lodged with the CMU) on withdrawal of such Bearer Global Note by the CMU Lodging and Paying Agent, and in such case, such record shall be prima facie evidence that the payment in question has been made.

#### 6.4 Payments in respect of Registered Notes

Payments of principal (other than Instalment Amounts prior to the final Instalment Amount) in respect of each Registered Note will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made on the due date by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Note in registered form appearing in the register of holders of the Notes in registered form maintained by the Registrar (the “**Register**”) at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located and in the city where the specified office of the relevant Paying Agent is located (if applicable)) before the relevant due date.

For these purposes, “**Designated Account**” means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account and, in the case of a payment in Renminbi, means a Renminbi account maintained by or on behalf of the payee) maintained by a holder with a Designated Bank and identified as such in the Register and “**Designated Bank**” means (in the case of payment in a Specified Currency other than Euro and Renminbi) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) and (in the case of a payment in Euro) any bank which processes payments in Euro and has access to the T2 and (in the case of a payment in Renminbi) a bank in Hong Kong.

Payments of interest and payments of Instalment Amounts (other than the final Instalment Amount) in respect of each Registered Note will be made on the due date (a) (in the case of a Specified Currency other than Renminbi) by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to and (b) (in the case of Renminbi) by transfer to the Designated Account of, the holder (or the first named of joint holders) of the Note in registered form appearing in the Register (i) where in global form, at the close of the Clearing System Business Day (where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January) immediately before the relevant due date, and (ii) where in definitive form, at the close of business on the fifth day (in the case of Renminbi whether or not such fifth day is a business day) and the fifteenth day (in the case of a currency other than Renminbi, whether or not such fifteenth day is a business day) before the relevant due date (the “**Record Date**”) at his address shown in the Register on the Record Date and at his risk. Upon application of the holder of a Note other than a Note denominated in Renminbi to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest or an Instalment Amount (other than the final Instalment Amount) in respect of a Note in registered form, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and Instalment Amounts (other than the final Instalment Amount) in respect of the Notes in registered form which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each



Note in registered form on redemption and the final Instalment Amount will be made in the same manner as payment of the principal amount of such Note. Payments of principal and interest in respect of Registered Notes held in the CMU will be made to the person(s) for whose account(s) interests in the relevant Registered Note are credited as being held with the CMU in accordance with the CMU Rules at the relevant time and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition 6.4 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Note.

None of the Issuer, the Guarantor, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **6.5 General provisions applicable to payments**

The holder of a Global Note (if the Global Note is not lodged with the CMU) or (if the Global Note is lodged with the CMU) the person(s) for whose account(s) interests in such Global Note are credited as being held through the CMU in accordance with the CMU Rules, shall be the only persons(s) entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note or such person(s) for whose account(s) interests in such Global Note are credited as being held in the CMU, as the case may be, in respect of each amount so paid.

Each of the persons shown in the records of Euroclear, Clearstream, the CMU or CDP as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream, the CMU or CDP, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition 6.5, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;

- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.

## **6.6 Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day (as defined below), the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, “**Payment Day**” means any day which (subject to Condition 9) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) the relevant place of presentation;
  - (ii) Hong Kong;
  - (iii) each Additional Financial Centre specified in the applicable Pricing Supplement; and
- (b) either (i) in relation to any sum payable in a Specified Currency other than Euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively), (ii) in relation to any sum payable in Euro, a day on which is a TARGET Business Day or (iii) in relation to any sum payable in Renminbi, a day on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

## **6.7 Interpretation of principal and interest**

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;

- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.6); and
- (g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

#### **6.8 Payments subject to fiscal laws**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 9 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders, Receiptholders or Couponholders in respect of such payments.

### **7. REDEMPTION AND PURCHASE**

#### **7.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

#### **7.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 30 nor more than 60 days’ notice to the Trustee and the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay Additional Amounts (as defined in Condition 8) or the Guarantor has or (if a demand was made under the Guarantee) would become obliged to pay such Additional Amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8) or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it;

provided that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or the Guarantor would be obliged to pay such Additional Amounts or the Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee were then made; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or the Guarantor would be obliged to pay such Additional Amounts or the Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee were then made.

Prior to the publication of any notice of redemption pursuant to this Condition 7.2, the Issuer shall deliver or procure that there is delivered to the Trustee a certificate signed by two Authorised Signatories of the Issuer or, as the case may be, two Authorised Signatories of the Guarantor 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 or, as the case may be, the Guarantor so to redeem have occurred and an opinion of independent legal advisers or tax advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay such Additional Amounts as a result of such change or amendment and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in this Condition 7.2, in which event it shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.6 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

### 7.3 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s), if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in nominal amount, at their discretion) and/or the CMU (as appropriate) and/or CDP (as appropriate), in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes or represented by a Global Note shall in each case bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding and Notes outstanding represented by such Global Note, respectively, bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that, if necessary, appropriate adjustments shall be made to such nominal amounts to ensure that each represents an integral multiple of the Calculation Amount. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days prior to the Selection Date.

For the purposes of this Condition 7.3:

**"Optional Redemption Amount"** means:

- (a) the greater of:
  - (i) the principal amount of the Notes to be redeemed plus any accrued but unpaid interest; or
  - (ii) the Make Whole Amount; or
- (b) the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement;

**“Make Whole Amount”** means either (i) the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or (ii) an amount determined on the fifth New York City business day before the relevant Optional Redemption Date by an investment bank of internationally recognised standing selected by the Issuer (the **“Redemption Calculation Agent”**) and notified to the Trustee, the Principal Paying Agent and in the case of Registered Notes, the Registrar to be equal to the sum of:

- (a) the present value of the principal amount of the Notes, assuming a scheduled repayment thereof on the Maturity Date; and
- (b) the present value of the remaining scheduled payments of interest to and including the Maturity Date,

in each case discounted to the redemption date on a basis specified in the applicable Pricing Supplement (the **“Relevant Period”**) (assuming a 360 day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed) at the Treasury Yield plus the Margin.

The Redemption Calculation Agent shall promptly notify each of the Issuer, the Guarantor, the Trustee, the Principal Paying Agent and, in the case of Registered Notes, the Registrar in writing of the Make Whole Amount;

**“Margin”** means the margin as specified in the applicable Pricing Supplement; and

**“Treasury Yield”** means:

- (a) the yield, under the heading which represents the average for the week immediately preceding the date on which such yield is calculated, appearing in the most recently published statistical release designated “H.15(519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System, available on the website of the Board of Governors Federal Reserve System at <http://www.federalreserve.gov/releases/h15> or any successor site or, failing which, on Bloomberg pages PX1, PX2 and PX3 and which establishes a yield for actively traded United States Treasury securities adjusted to constant maturity under the caption **“Treasury Constant Maturities”**, with a maturity comparable to the time period between the relevant redemption date and the Maturity Date (the **“Remaining Maturity”**), provided that if no maturity falls within three months before or after such time period, yields for the two published maturities most closely corresponding to such time period shall be determined and the Treasury Yield shall be interpolated or extrapolated from such yields on a straight-line basis, with rounding to the nearest month; or as such aforesaid yield is displayed on Reuters Page FRBCMT (or such other page which may replace that page on that service or any successor service); or

- (b) in the event that such yield referred to in paragraph (a) above of this definition does not appear in such statistical release or any successor publication, site, page servicer or any successor thereto during the week preceding the date on which the Redemption Calculation Agent determines the Optional Redemption Amount (which shall be the fifth New York City business day before the relevant Optional Redemption Date), the yield shall be determined by the Redemption Calculation Agent as follows:
- (i) the Redemption Calculation Agent shall select, and the Issuer shall appoint, three or more primary U.S. Government securities dealers in New York City (each, a “**Primary Treasury Dealer**”) or their respective successors as reference dealer; provided, however, that if any of the foregoing ceases to be a Primary Treasury Dealer, the Issuer shall substitute therefor another Primary Treasury Dealer selected by the Redemption Calculation Agent. The Redemption Calculation Agent shall also select, and the Issuer shall also appoint, one of the reference dealers as the quotation agent;
  - (ii) the quotation agent will select a United States Treasury security having a maturity comparable to the Remaining Maturity, which would be used in accordance with customary financial practice to price new issues of corporate debt securities with a maturity comparable to the Remaining Maturity;
  - (iii) the reference dealers will provide the Redemption Calculation Agent with the bid and ask prices for that comparable United States Treasury security as at 5:00 p.m. (New York City time) on the fifth New York City business day before the relevant redemption date;
  - (iv) the Redemption Calculation Agent will calculate the average of the bid and ask prices provided by each reference dealer to obtain such reference dealer’s quotation. The Redemption Calculation Agent will eliminate the highest and the lowest quotations and then calculate the average of the remaining quotations; provided, however, that if the Redemption Calculation Agent obtains fewer than three quotations, it will calculate the average of all of the quotations without eliminating any of them (such average as aforesaid, the “**Comparable Treasury Price**”);
  - (v) the applicable Treasury Yield will be the Relevant Period equivalent yield to maturity of a security whose price is equal to the Comparable Treasury Price, in each case expressed as a percentage of its principal amount; and
  - (vi) the Redemption Calculation Agent shall promptly notify each of the Issuer, the Guarantor, the Trustee and the Principal Paying Agent in writing of the applicable Treasury Yield.

Absent any manifest error, any determination by the Redemption Calculation Agent of the Optional Redemption Amount, the Make Whole Amount or the Treasury Yield in accordance with the procedures set forth above will be final and binding.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 7.3 by the Redemption Calculation Agent will be binding on the Issuer, the Guarantor, the Trustee, the Agents and all of the Noteholders and (in the absence of wilful misconduct, gross negligence or manifest error) no liability to the Issuer, the Guarantor or the Noteholders shall attach to the Redemption Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretion under this Condition 7.3. For the avoidance of doubt, neither the Trustee nor any of the Agents shall have any liability or responsibility for the accuracy of any calculations performed by the Redemption Calculation Agent.

#### **7.4 Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer, in accordance with Condition 14, not less than 45 nor more than 60 days' notice, the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement such Note on the Optional Redemption Date and at the Optional Redemption Amount, together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4 in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Pricing Supplement. Such option shall operate as set out below in Condition 7.5.

#### **7.5 Put Notices**

To exercise the right to require redemption of the Notes pursuant to Condition 7.4, the holder of this Note must, if this Note is in definitive form and held outside Euroclear, Clearstream, the CMU and CDP, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes), at any time during the normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "**Put Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition 7.5 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If such Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, the CMU or CDP, to exercise the right to require redemption of this Note, the holder of this Note must, within the notice period, give notice to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) of such exercise in accordance with the standard procedures of Euroclear and Clearstream, the CMU or CDP (which may include notice being given on his instruction by Euroclear or Clearstream, the CMU or CDP or any common depositary, as the



case may be, for them to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) by electronic means or notice being given to the CMU Lodging and Paying Agent or the CDP Paying Agent) in a form acceptable to Euroclear and Clearstream or the CMU and the CMU Lodging and Paying Agent or CDP and the CDP Paying Agent, as the case may be, from time to time and, if this Note is represented by a Global Note held through Euroclear or Clearstream, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, the CMU and CDP given by a holder of any Note pursuant to this Condition 7.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.5.

## 7.6 Early Redemption Amounts

For the purpose of Condition 7.2 above and Condition 10, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note (other than a Zero Coupon Note, an Instalment Note and a Partly Paid Note) with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (c) in the case of a Zero Coupon Note, at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

“**RP**” means the Reference Price;

“**AY**” means the Accrual Yield (as specified in the applicable Pricing Supplement) expressed as a decimal; and

“y” is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360, provided that y shall not be greater than 1,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

#### **7.7 Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.6.

#### **7.8 Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 7.8 and the applicable Pricing Supplement.

#### **7.9 Purchases**

The Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer or the Guarantor, surrendered to any Paying Agent and/or the Registrar for cancellation.

#### **7.10 Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 7.9 above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

#### **7.11 Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, Condition 7.2, Condition 7.3 or Condition 7.4 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.6(c) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent, the Registrar or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14.

## 8. TAXATION

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer or the Guarantor will be made without withholding or deduction 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 any Tax Jurisdiction, unless such withholding or deduction of the Taxes is required by law. In such event, the Issuer or, as the case may be, the Guarantor, will pay such additional amounts (“**Additional Amounts**”) as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon; or
- (b) presented for payment by or on behalf of a holder of such Note, Receipt or Coupon who is able to avoid such withholding or deduction by making a declaration of non-residence or other similar claim for exemption and does not make such declaration or claim; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a holder thereof would have been entitled to an additional amount on presenting the same for payment on the thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6).

As used in these Conditions:

- (i) “**Tax Jurisdiction**” means the British Virgin Islands or, as the case may be, Singapore (as applicable), Bermuda, or any political subdivision or any authority thereof or therein having power to tax; or if the Issuer or the Guarantor becomes subject at any time to any tax jurisdiction other than the British Virgin Islands or, as the case may be, Singapore (in the case of the Issuer) or Bermuda (in the case of the Guarantor), references in these Conditions to Tax Jurisdiction shall be construed as references to the British Virgin Islands or, as the case may be, Singapore (as applicable), Bermuda, and such other jurisdictions, as the case may be; and
- (ii) the “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent, the Trustee or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

Any reference in these Conditions to principal or interest shall be deemed to include any Additional Amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 8 or any undertaking given in addition to or in substitution of this Condition 8 pursuant to the Trust Deed.

## 9. PRESCRIPTION

The Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6.2 or any Talon which would be void pursuant to Condition 6.2.

## 10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 The Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject to being indemnified and/or secured and/or prefunded by the Noteholders to its satisfaction), give notice to the Issuer and the Guarantor that each Note is, and each Note shall accordingly thereby become, immediately due and repayable at its Early Redemption Amount together with accrued interest without further action or formality, if any one or more of the following events (each an “**Event of Default**”) shall occur:

- (a) a default is made in the payment of any principal, premium or interest due in respect of the Notes for more than ten days; or
- (b) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Conditions or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 45 days following the service by the Trustee on the Issuer and the Guarantor of written notice requiring the same to be remedied; or
- (c) the Issuer, the Guarantor or any Principal Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent (which shall, for the avoidance of doubt, exclude any solvent winding up of any Principal Subsidiary (other than the Issuer)) or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend, payment of all or a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling (other than any rescheduling in the ordinary course of business) or other readjustment of all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any of the Principal Subsidiaries; or

- (d) (i) any other present or future indebtedness of the Issuer, the Guarantor or any of the Principal Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due within five business days in Hong Kong and New York (if no grace period is applicable) or (if a grace period is applicable) within any applicable grace period, or (iii) the Issuer, the Guarantor or any of the Principal Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10.1(d) have occurred equals or exceeds U.S.\$50 million or its equivalent in any currency or currencies (as reasonably determined on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank selected by the Trustee (at the expense of the Issuer or, failing whom, the Guarantor) on the day on which the calculation falls to be made).

In computing these amounts, (i) no obligation in respect of which there is a default shall be counted more than once, by reason for instance that the person is actually liable for such obligation and another person is contingently liable for it and (ii) where any obligation is a net obligation, the net amount of such obligation shall be taken rather than the gross obligation which has been reduced to such net amount; or

- (e) an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Issuer, the Guarantor or any of the Principal Subsidiaries (unless it is a solvent winding up or reorganisation of any Principal Subsidiary other than the Issuer), or the Issuer, the Guarantor or any of the Principal Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Noteholders, or (ii) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Issuer, the Guarantor or any of the Guarantor's Subsidiaries, or (iii) in the case of any of the Guarantor's Subsidiaries, as a result of disposal on arm's length terms; or
- (f) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or the Guarantor or any of the Principal Subsidiaries for or in respect of indebtedness of U.S.\$50 million or more (or its equivalent in any other currency or currencies) becomes enforceable against (in the opinion of the Trustee) a material part of the undertaking, property, assets or revenues of the Issuer or the Guarantor or any of the Principal Subsidiaries and any step is taken to enforce it (including the taking of possession or the appointment of a trustee, receiver, manager or other similar person) and such step is not withdrawn or discharged within 45 days of its commencement; or

- (g) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets or revenues of the Issuer, the Guarantor or any Principal Subsidiary and is not discharged or stayed within 45 days (or such longer period as the Trustee may consider appropriate in relation to the jurisdiction concerned); or
- (h) it is or if it will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of their respective obligations under the Notes or the Trust Deed or any consent or approval required to make the Issuer's or the Guarantor's obligations under the Notes or the Trust Deed legally binding and enforceable is not obtained; or
- (i) any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer, the Guarantor or any of the Principal Subsidiaries; or
- (j) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of Conditions 10.1(a) to 10.1(i) (both inclusive),

*provided that*, in the case of each of (1) any event described in Conditions 10.1(c), 10.1(d), 10.1(e), 10.1(f), 10.1(g) and 10.1(i) (or, to the extent that the event has an analogous effect, as referred to in Condition 10.1(j), to any of the events referred to in Conditions 10.1(c), 10.1(d), 10.1(e), 10.1(f), 10.1(g) or 10.1(i)) occurring in relation to a Principal Subsidiary and (2) any event described in Conditions 10.1(d), 10.1(f) and 10.1(g) (or, to the extent that the event has an analogous effect, as referred to in paragraph 10.1(j), to any of the events referred to in Conditions 10.1(d), 10.1(f) or 10.1(g)) occurring in relation to the Issuer or the Guarantor, the Trustee shall not give notice as aforesaid unless it shall have certified in writing to the Issuer and the Guarantor that such event is in its opinion materially prejudicial to the interests of Noteholders and, in the event that any present or future indebtedness of the Issuer, the Guarantor or any Principal Subsidiary for or in respect of moneys borrowed or raised becomes capable of being declared due and payable prior to its stated maturity by reason of any potential default or the like (howsoever described) under Condition 10.1(d), such potential default is not remedied within a period of 5 days after written notice shall have been given to the Issuer and the Guarantor by the Trustee.

## **10.2 Enforcement**

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes, the Receipts or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least 25 per cent. in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

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

## **11. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and relevant stock exchange regulations, at the specified office of the Principal Paying Agent or any other Paying Agent (in the case of Bearer Notes, Receipts or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## **12. AGENTS**

The names of the initial Agents and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to trading by any other relevant authority and the same is required by such stock exchange or regulatory authority, there will at all times be a Paying Agent (in the case of Notes in bearer form) and a Registrar and Transfer Agent (in the case of Notes in registered form) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, if the Notes are issued in definitive form, there will at all times be a Paying Agent in Singapore.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5. Any variation, termination, appointment or change referred to in the preceding paragraph and/or appointment referred to in this paragraph shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and the Guarantor and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### **13. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

### **14. NOTICES**

All notices regarding Notes in bearer form will be deemed to be validly given if published in a leading daily newspaper of general circulation in Asia or such other English language daily newspaper with general circulation in Asia as the Trustee may approve. It is expected that such publication will be made in either the Asian Wall Street Journal or The Business Times. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Notes in bearer form are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding Notes in registered form will be deemed to be validly given if (a) sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the day after mailing and (b) if and for so long as any Notes in registered form are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any Notes in definitive form are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of (i) Euroclear and/or Clearstream, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream for communication by them to the holders of the Notes or (ii) the CMU, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the CMU for communication by them to the holders of the Notes, and any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to the CMU or (iii) CDP, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in the relevant Global Note and, in addition, in the case of (i), (ii) and (iii) above, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the fourth day after the day on which the said notice was given to Euroclear and/or Clearstream and/or the CMU and/or CDP on the date of despatch of such notice to the persons shown in the record maintained by CDP.



Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Notes in bearer form) or the Registrar (in the case of Notes in registered form). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, and/or, in the case of Notes lodged with the CMU, by delivery by such holder of such notice to the CMU Lodging and Paying Agent in Hong Kong, and/or, in the case of Notes cleared through CDP, by delivery of such holder of such notice to the CDP Paying Agent in Singapore, as the case may be.

Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition 14.

Notwithstanding the other provisions of this Condition 14, in any case where the identities and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

## **15. MEETINGS OF NOTEHOLDERS, MODIFICATIONS, WAIVER AND SUBSTITUTION**

### **15.1 Meeting of Noteholders**

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including, without limitation, the sanctioning by Extraordinary Resolution (which is defined in the Trust Deed as a resolution duly passed (a) at a meeting duly covered and held in accordance with the Trust Deed by a majority of not less than 75 per cent. of the votes cast; or (b) by a Written Resolution or (c) by an Electronic Consent) of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Trustee upon the request in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing more than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes, altering the currency of payment of the Notes, the Receipts or the Coupons, amending the terms of the Guarantee or changing the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution) (each, a “Reserved Matter”), the quorum shall be two or more persons holding or representing not less than  $66 \frac{2}{3}$  per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting two or more persons holding or representing not less than  $33 \frac{1}{3}$  per cent. in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding (a “**Written Resolution**”) or (ii) where the Notes are held by or on behalf of a clearing system or clearing systems, approval of a resolution proposed by the Issuer, Guarantor or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes then outstanding (“**Electronic Consent**”) shall, in each case for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. A Written Resolution may be contained in one document or several documents in like form, each signed by or on behalf of one or more Noteholders. A Written Resolution and/or Electronic Consent will be binding on all Noteholders whether or not they participated in such Written Resolution or Electronic Consent and whether or not they voted in favour of the relevant resolution.

### **15.2 Modifications and Waivers**

The Trustee may, without the consent of the Noteholders, Receiptholders or Couponholders, agree to any modification of the Notes, the Trust Deed (other than in respect of a Reserved Matter) or the Agency Agreement which, in the opinion of the Trustee, will not be materially prejudicial to the interests of the Noteholders or any modification of the Notes, the Receipts, the Coupons, the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

In addition, the Trustee may, without the consent of the Noteholders, authorise or waive any proposed breach or breach of any provisions of the Notes, the Trust Deed or the Agency Agreement (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

Any such modification, waiver or authorisation shall be binding on the Noteholders, the Receiptholders and the Couponholders and unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders as soon as practicable thereafter.

### **15.3 Exercise of Trustee’s Powers etc.**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof, and the Trustee shall not be entitled to require on behalf of any Noteholder, nor shall any

Noteholder, Receiptholder 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 consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

#### **15.4 Substitution**

The Trust Deed contains provisions under which the Guarantor or any of its Subsidiaries may, without the consent of the Noteholders, assume the obligations of the Issuer as the principal debtor under the Notes, the Receipts, the Coupons and the Trust Deed provided that certain conditions set out in the Trust Deed are fulfilled, including, in the case of a substitution of the Issuer by a company other than the Guarantor, a requirement that the Guarantee is fully effective in relation to the obligations of the new principal debtor under the Notes, the Receipts, the Coupons and the Trust Deed.

No Noteholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder, except to the extent provided for in Condition 8 (or any undertaking given in addition to or substitution for it pursuant to the provisions of the Trust Deed).

#### **16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including without limitations, provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer, the Guarantor and any of their respective related entity relating to the Issuer or the Guarantor and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantor and/or any entity relating to the Issuer 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, Receiptholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee may rely without liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders, the Couponholders or any other person on any report, confirmation or certificate from or any opinion or advice of any legal advisers, accountants, financial advisers, financial institution or any other expert, whether or not obtained by or addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, certificate, opinion or advice, in which event such report, confirmation, certificate, opinion or advice shall be binding on the Issuer, the Guarantor, Noteholders, Receiptholders and the Couponholders.

Whenever the Trustee is required or entitled by these terms of the Trust Deed, the Agency Agreement or the Conditions to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction, to seek directions from the Noteholders by way of Extraordinary Resolution, and the Trustee shall not be responsible for any loss or liability incurred by the Issuer, the Guarantor, the Noteholders or any other person as a result of any delay in it exercising such discretion or power, taking such action, making such decision or giving such direction as a result of seeking such direction from the Noteholders or in the event that no direction is given to the Trustee by the Noteholders except to the extent that a court of competent jurisdiction determines that the Trustee's own gross negligence, wilful default or fraud was the direct and primary cause of any such loss or liability.

None of the Trustee or any Agent shall be liable to any Noteholder, the Issuer, the Guarantor or any other person for any action taken by the Trustee or such Agent in accordance with the instructions of the Noteholders. The Trustee shall be entitled to rely on any direction, request or resolution of Noteholders given by holders of the requisite principal amount of Notes outstanding or passed at a meeting of Noteholders convened and held in accordance with the Trust Deed.

None of the Trustee or any of the Agents shall be responsible for the performance by the Issuer, the Guarantor and any other person appointed by the Issuer and/or the Guarantor in relation to the Notes of the duties and obligations on their part expressed in respect of the same and, unless it has written notice from the Issuer or the Guarantor to the contrary, the Trustee and each Agent shall be entitled to assume that the same are being duly performed. The Trustee shall not be under any obligation to monitor compliance with the provisions of the Trust Deed, the Agency Agreement or these Conditions.

Each Noteholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, the Guarantor and their respective Subsidiaries, and the Trustee shall not at any time have any responsibility for the same and each Noteholder shall not rely on the Trustee in respect thereof.

## **17. FURTHER ISSUES**

The Issuer shall be at liberty, from time to time, without the consent of the Noteholders, the Receipholders or the Couponholders and in accordance with the Trust Deed, to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **19. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### **19.1 Governing law**

The Trust Deed, the Agency Agreement, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, English law.

### **19.2 Submission to Jurisdiction**

Each of the Issuers and the Guarantor agrees, for the benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons) and that accordingly submits to the exclusive jurisdiction of the English courts.

Each of the Issuers and the Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

The Trustee, the Noteholders, the Receiptholders and the Couponholders may take any suit, action or proceedings (together referred to as “**Proceedings**”) arising out of or in connection with the Trust Deed, the Notes, the Receipts and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and the Coupons) against the Issuer and the Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

### **19.3 Appointment of Process Agent**

Each of the Issuers and the Guarantor irrevocably appoints Shangri-La Hotels Pte Limited at its registered office at The Shard, Shangri-La Hotel, 31 St Thomas Street, London SE1 9QU, United Kingdom as its agent for service of process and undertakes that, in the event of Shangri-La Hotels Pte Limited ceasing so to act or ceasing to be registered in England, it will appoint another person acceptable to the Trustee as its agent for service of process in England in respect of any Proceedings and notify the Noteholders and the Trustee of such appointment. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

### **19.4 Other documents and the Guarantor**

The Issuers and, where applicable, the Guarantor have in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be used by the Group for general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.

## CAPITALISATION AND INDEBTEDNESS OF THE GROUP

As at 31 December 2022, the authorised share capital of the Guarantor was HK\$5,000,000,000 divided into 5,000,000,000 shares of HK\$1.00 par value each and its issued share capital was HK\$3,585,525,056 consisting of 3,585,525,056 shares of HK\$1.00 par value each.

The following table sets out the consolidated capitalisation and indebtedness of the Group as at 31 December 2022:

	<b>As at 31 December 2022</b>
	<i>U.S.\$'000</i>
Short-term borrowings – bank loans . . . . .	952,444
Long-term borrowings – bank loans . . . . .	3,527,212
Long-term borrowings – fixed rate bonds . . . . .	1,132,761
Total borrowings . . . . .	5,612,417
Total equity . . . . .	5,424,515
<b>Total capitalisation (total borrowings plus total equity) . . . . .</b>	<b>11,036,932</b>

## **DESCRIPTION OF HOWES CAPITAL LIMITED**

### **GENERAL**

HCL was incorporated as a BVI business company under the laws of the British Virgin Islands with company number 1692017 on 18 January 2012 as a wholly owned subsidiary of the Guarantor. The registered office of HCL is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

### **BUSINESS ACTIVITY**

HCL was established to raise financing pursuant to the (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction and (b) full rights, powers and privileges set out in Clause 5 of its Memorandum of Association. HCL does not sell any products or provide any services and it has undertaken no business activities since the date of its incorporation, other than those incidental to its incorporation and establishment as a finance subsidiary of the Guarantor.

### **SHARE CAPITAL AND DEBT**

HCL is authorised to issue a maximum of 50,000 shares of a single class each with a par value of U.S.\$1.00, of which 1 ordinary share is held by the Guarantor. The register of members of HCL is maintained at its registered office in the British Virgin Islands at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands. No part of the equity securities of HCL is listed or dealt on any stock exchange and no listing or permission to deal in such securities is being or is proposed to be sought. As of the date of this Offering Circular, HCL has outstanding debt of U.S.\$35 million in the form of fixed rate bonds.

### **FINANCIAL STATEMENTS**

Under British Virgin Islands law, HCL is not required to publish interim or annual audited financial statements. HCL has not published, and does not propose to publish, any audited financial statements in the future. HCL is, however, required to keep proper books of account as it is necessary to give a true and fair view of the state of HCL's affairs. The Guarantor has consolidated the financial results of HCL in its published interim reviewed financial statements and annual audited consolidated financial statements since HCL became a wholly owned subsidiary of the Guarantor.

### **DIRECTORS**

The directors of HCL as at the date of this Offering Circular are Mr. CHUA Chee Wui and Mr. SEOW Chow Loong Iain and each of their business addresses is 28/F Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong.

HCL does not have any employees and has no subsidiaries.



## DESCRIPTION OF SHANGRI-LA HOTEL LIMITED

### GENERAL

SHL was incorporated as a limited liability company under the laws of Singapore with company number 196200040E on 3 March 1962. On 7 September 1999, the Guarantor through its wholly-owned subsidiary, Perseverance Investments Limited (“**Perseverance**”) acquired 89.50 per cent. of the paid-up ordinary share capital of SHL. On 22 February 2001, the Guarantor through Perseverance, acquired a further 9.61 per cent. of the paid-up ordinary share capital of SHL. The share capital reduction of SHL was confirmed by an order of the Singapore High Court and took effect on 5 March 2002 and SHL became a wholly owned subsidiary of the Guarantor (held through Perseverance). The registered office of SHL is at 22 Orange Grove Road, Shangri-La Singapore, Singapore 258350.

### BUSINESS ACTIVITY

SHL wholly owns the following assets:

- Shangri-La, Singapore;
- Shangri-La Apartments, Singapore (a serviced apartment block for lease located alongside the hotel); and
- Shangri-La Residences, Singapore (a four-storey condominium with premium spacious apartments for lease).

Through wholly-owned subsidiaries, SHL also owns a 100 per cent. interest in Shangri-La Rasa Sentosa, Singapore and a 75 per cent. interest in a laundry business.

Through SHL’s investment in associates, SHL also owns

- a 25 per cent. interest in Shangri-La Rasa Ria, Kota Kinabalu;
- a 40 per cent. interest in Shangri-La Tanjung Aru, Kota Kinabalu;
- a 44.6 per cent. interest in JEN Singapore Tanglin by Shangri-La;
- a 44.6 per cent. interest in Tanglin Mall, Singapore (shopping mall for lease); and
- a 44.6 per cent. interest in Tanglin Place, Singapore (office building and shopping area for lease).

### SHARE CAPITAL AND DEBT

As at 31 December 2022, the issued share capital of SHL is S\$165,433,560 consisting of 164,663,560 shares, all of which are held by the Guarantor through Perseverance. The register of members of SHL is maintained at its registered office in Singapore at 22 Orange Grove Road, Shangri-La Singapore, Singapore 258350. The equity securities of SHL are not listed or dealt on any stock exchange and no listing or permission to deal in such securities is being or is proposed to be sought. As of the date of this Offering Circular, SHL has outstanding debt of S\$1,475 million in the form of fixed rate bonds.

## **FINANCIAL STATEMENTS**

SHL has prepared its annual financial statements in accordance with the Singapore Financial Reporting Standards (International). The Guarantor has consolidated the financial results of SHL and its subsidiaries in the Guarantor's published interim reviewed and annual audited consolidated financial statements since SHL became a subsidiary of the Guarantor.

## **DIRECTORS**

The directors of SHL as at the date of this Offering Circular are Ms. KUOK Hui Kwong (Chairman), Mdm. KUOK Oon Kwong, Mr. CHUA Chee Wui (Alternate: Ms. OOI Ling Hui) and Mr. CHAN Kong Leong. The address of each of the directors of SHL, in their capacity as directors of SHL, is 22 Orange Grove Road, Shangri-La Singapore, Singapore 258350.

## DESCRIPTION OF SHANGRI-LA TREASURY PTE. LTD.

### GENERAL

STPL was incorporated as a private company limited by shares under the laws of Singapore with company number 202314399Z on 14 April 2023 as an indirect wholly owned subsidiary of the Guarantor. The registered office of STPL is at 1 Kim Seng Promenade,#07-01 Great World City, Singapore 237994.

### BUSINESS ACTIVITY

STPL was established to raise financing pursuant to the full capacity and powers set out in Article 4 of its Constitution. STPL does not sell any products or provide any services and it has undertaken no business activities since the date of its incorporation, other than those incidental to its incorporation and establishment as a finance subsidiary of the Guarantor.

### SHARE CAPITAL AND DEBT

The issued share capital of STPL is S\$1 consisting of 1 share, which is held by Shangri-La (Singapore) Holdings Pte. Ltd. (a wholly owned subsidiary of the Guarantor). The register of members of STPL is maintained at its registered office in Singapore at 1 Kim Seng Promenade,#07-01 Great World City, Singapore 237994. The equity securities of STPL are not listed or dealt on any stock exchange and no listing or permission to deal in such securities is being or is proposed to be sought. As of the date of this Offering Circular, STPL has no outstanding debt.

### FINANCIAL STATEMENTS

STPL will prepare its annual financial statements in accordance with the Singapore Financial Reporting Standards. The Guarantor will consolidate the financial results of STPL and its subsidiaries in the Guarantor's published interim reviewed and annual audited consolidated financial statements since STPL became a wholly owned subsidiary of the Guarantor.

### DIRECTORS

The directors of STPL as at the date of this Offering Circular are Mr. CHUA Chee Wui, Mr. WU Hoi Fai Alfred and Mr. CHAN Kong Leong and the business address of Mr. CHUA Chee Wui and Mr. WU Hoi Fai Alfred is 28/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong, while the business address of Mr. CHAN Kong Leong is 1 Kim Seng Promenade,#07-01 Great World City, Singapore, 237994.

STPL does not have any employees and has no subsidiaries.

## DESCRIPTION OF THE GROUP

### OVERVIEW

The Guarantor, Shangri-La Asia Limited, was incorporated in Bermuda with limited liability on 14 August 1992 (initially with the name Shangri-La China Limited which was changed to Shangri-La Asia Limited on 12 October 1992). The registered office of the Guarantor is Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM10, Bermuda. The Guarantor is listed on Main Board of The Stock Exchange of Hong Kong Limited with a secondary listing on the Singapore Exchange Securities Trading Limited and, as at 31 March 2023, the market capitalisation of the Guarantor was approximately HK\$26.4 billion.

The principal activity of the Guarantor is investment holding. The principal activities of the Group are the development, ownership and operations of hotel properties, the provision of hotel management and related services, the development, ownership and operation of investment properties and the property development for sale. The Group operates its business under various brand names including “Shangri-La”, “Kerry Hotel”, “JEN by Shangri-La”, “Traders Hotel”, “Rasa”, “Summer Palace”, “Shang Palace” and “CHI, The Spa at Shangri-La”.

The principal activities of the Group’s associates are the development, ownership and operation of hotel properties, the development, ownership and operation of investment properties as well as property development for sale.

As at 31 December 2022, the Group had equity interests in 80 hotels operating in Hong Kong, Mainland China, Singapore, Malaysia, the Philippines, Thailand, Australia, France, Maldives, Turkey, Fiji, Myanmar, Indonesia, Mongolia, Mauritius and Sri Lanka. The Shangri-La Tokyo (“**Shangri-La Tokyo**”), Shangri-La The Shard, London (“**Shangri-La London**”) and the JEN Singapore Orchardgateway by Shangri-La (“**Hotel Jen Singapore**”) are operating under operating lease agreements. The owned/leased hotels have approximately 35,144 available rooms.

As at 31 December 2022, the Group has hotel management agreements in respect of all the 80 operating hotels in which it holds an equity interest together with Shangri-La Tokyo, Shangri-La London and Hotel Jen Singapore. The Group also has hotel management agreements in respect of 22 operating hotels (approximately 7,221 available rooms) owned by third parties located in Mainland China, Canada, India, Sultanate of Oman, United Arab Emirates, Saudi Arabia, Malaysia and Taiwan.

The Group’s investment properties are located principally in Shanghai and Beijing and are owned by associates. The Group’s subsidiaries and associates own investment properties in Mainland China, Singapore, Malaysia, Mongolia, Sri Lanka and other countries.

In April 2022, the Group completed a sale and purchase transaction with an independent third party to dispose of its 80 per cent. equity interest in a project company which owns a parcel of land in Kyoto, Japan for the development of the Shangri-La Kyoto at a cash consideration of U.S.\$64.3 million. A disposal gain of U.S.\$10.5 million was recognised during the year ended 31 December 2022. The Group’s equity interest in the project has been reduced from 100 per cent. to 20 per cent. after the completion of the transaction.

In 2022, two hotels under management agreements owned by third parties, namely Shangri-La Jeddah in Saudi Arabia and Shangri-La Nanning in Mainland China, opened for operation while the hotel management agreement for a hotel in the Philippines was terminated in September 2022.

The Group's consolidated revenue was U.S.\$1,462.1 million for the financial year ended 31 December 2022, an increase of 17.8 per cent. compared to U.S.\$1,241.0 million for the financial year ended 31 December 2021. The consolidated loss attributable to owners of the Guarantor was U.S.\$158.5 million for the financial year ended 31 December 2022, a decrease of 45.5 per cent. compared to U.S.\$290.6 million for the financial year ended 31 December 2021.

## **HISTORY**

Through predecessor and associated entities, the Group has been active in the Singapore hotel industry since 1971, in Hong Kong since 1981 and in Mainland China since 1984. The Guarantor was incorporated in August 1992 and since then, has become the holding company of the Group. The listing of the Guarantor's Shares on the Hong Kong Stock Exchange was completed in June 1993 and the Guarantor subsequently obtained a secondary listing on the SGX-ST in September 1999. The Guarantor also established the ADR Programme (as defined below) in 2000.

Between November 1993 and July 1996, the Guarantor acquired various hotel and associated property interests in Mainland China, the Philippines, Indonesia and the Republic of Fiji from the Kuok Group. In September 1997, the Guarantor acquired the entire hotel management group owned by SLIM International from the Kuok Group. (See "*Relationship with the Kuok Group*").

In late 1999, the Group expanded its hotel interests further by acquiring controlling interests in three listed companies, namely Shangri-La Hotel Limited, Shangri-La Hotels (Malaysia) Berhad and Shangri-La Hotel Public Company Limited, which owns interests in hotels and associates properties in Singapore, Malaysia, Thailand and Myanmar. In February 2001, Shangri-La Hotel Limited was delisted from the SGX-ST and subsequently became a wholly owned subsidiary of the Guarantor. The shares of Shangri-La Hotels (Malaysia) Berhad and Shangri-La Hotel Public Company Limited remain listed on the Bursa Malaysia Securities and the Stock Exchange of Thailand respectively.

## **GROUP AND SHAREHOLDING STRUCTURE**

As at 31 December 2022, the Guarantor had an authorised share capital of HK\$5,000,000,000 divided into 5,000,000,000 ordinary shares of HK\$1.00 each and an issued and fully paid up share capital of HK\$3,585,525,056 consisting of 3,585,525,056 ordinary shares of HK\$1.00 each. The Guarantor has its primary listing on the Main Board of the Hong Kong Stock Exchange (stock code: 69), a secondary listing on the SGX-ST (trading name: Shang Asia 2kHK\$; stock code S07) and a sponsored Level-1 American Depositary Receipt Programme (the "**ADR Programme**") for its ordinary shares (stock code: SHALY).

## BUSINESS

The Group's business is organized into four main segments:

- Hotel Properties – development, ownership and operations of hotel properties (including hotels under lease);
- Hotel Management and Related Services – for Group-owned hotels and for hotels owned by third parties;
- Investment Properties – development, ownership and operation of office properties, commercial properties and serviced apartments/residences for rental purposes; and
- Property Development for Sale – development and sale of real estate properties.

The Group continues to develop hotel properties, investment properties for rental purpose and properties for sales for the above-mentioned main business segments.

The Group currently owns and/or manages hotels under the following brands:

- Shangri-La Hotels and Resorts;
- Kerry Hotels;
- JEN by Shangri-La; and
- Traders Hotels.

The table below sets forth the Group's consolidated revenue for the years ended 31 December 2022 and 2021.

	<b>Year ended 31 December</b>	
	<b>2021</b>	<b>2022</b>
	<i>U.S.\$ Million</i>	
<b>Hotel properties</b>		
Revenue from rooms . . . . .	452.5	622.9
Food and beverage sales . . . . .	509.7	559.9
Rendering of ancillary services . . . . .	87.2	79.1
	<u>1,049.4</u>	<u>1,261.9</u>
<b>Sub-total of hotel properties . . . . .</b>		
	1,049.4	1,261.9
<b>Hotel management and related services</b>		
Gross revenue (including revenue earned from subsidiaries). . . . .	148.0	165.6
Less: Inter-segment sales elimination with subsidiaries . . . . .	(76.6)	(86.9)
	<u>71.4</u>	<u>78.7</u>
<b>Net amount after elimination. . . . .</b>		
	71.4	78.7
<b>Sub-total hotel operations . . . . .</b>	1,120.8	1,340.6
<b>Investment properties . . . . .</b>	93.8	99.7
<b>Property development for sale . . . . .</b>	21.6	14.9
<b>Other business . . . . .</b>	4.8	6.9
	<u>1,241.0</u>	<u>1,462.1</u>
<b>Consolidated revenue . . . . .</b>	<u><u>1,241.0</u></u>	<u><u>1,462.1</u></u>

## Hotel Properties

The tables below set forth details of the hotels owned and operated by the Group as at 31 December 2022:

	<u>Group's equity interest</u>	<u>Available rooms</u>
<b>(A) Hotels owned by the Group</b>		
<b>Hong Kong</b>		
Kowloon Shangri-La, Hong Kong . . . . .	100%	679
Island Shangri-La, Hong Kong . . . . .	80%	557
JEN Hong Kong by Shangri-La . . . . .	30%	283
Kerry Hotel, Hong Kong . . . . .	100%	546
<b>Mainland China</b>		
Shangri-La Hotel, Beijing . . . . .	38%	670
China World Hotel, Beijing . . . . .	50%	584
China World Summit Wing, Beijing . . . . .	40.32%	278
JEN Beijing by Shangri-La . . . . .	40.32%	450
Kerry Hotel, Beijing . . . . .	23.75%	486
Pudong Shangri-La, Shanghai . . . . .	100%	950
Jing An Shangri-La, Shanghai . . . . .	49%	508
Kerry Hotel Pudong, Shanghai . . . . .	23.2%	574
Shangri-La Shenzhen . . . . .	72%	522
Futian Shangri-La, Shenzhen . . . . .	100%	528
Shangri-La Xian . . . . .	100%	393
Shangri-La Hangzhou . . . . .	45%	198
Shangri-La Beihai . . . . .	100%	362
Shangri-La Changchun . . . . .	100%	382
JEN Shenyang by Shangri-La . . . . .	100%	407
Shangri-La Shenyang . . . . .	25%	383
Shangri-La Qingdao . . . . .	100%	702
Shangri-La Dalian . . . . .	100%	560
Shangri-La Wuhan . . . . .	92%	408
Shangri-La Harbin . . . . .	100%	396
Shangri-La Fuzhou . . . . .	100%	414
Shangri-La Guangzhou . . . . .	80%	690
Shangri-La Chengdu . . . . .	80%	593
Shangri-La Wenzhou . . . . .	100%	409
Shangri-La Ningbo . . . . .	95%	562
Shangri-La Guilin . . . . .	100%	439
Shangri-La Baotou . . . . .	100%	360
Shangri-La Huhhot . . . . .	100%	365
Shangri-La Manzhouli . . . . .	100%	235
Shangri-La Yangzhou . . . . .	100%	360
Shangri-La Qufu . . . . .	100%	322
Shangri-La Lhasa . . . . .	100%	289

	<b>Group's equity interest</b>	<b>Available rooms</b>
Shangri-La Sanya . . . . .	100%	496
Shangri-La Nanjing . . . . .	55%	450
Shangri-La Qinhuangdao . . . . .	100%	323
Shangri-La Hefei . . . . .	100%	400
Shangri-La Resort, Shangri-La . . . . .	100%	228
Shangri-La Tianjin . . . . .	20%	304
Shangri-La Nanchang . . . . .	20%	473
Shangri-La Tangshan . . . . .	35%	301
Midtown Shangri-La, Hangzhou . . . . .	25%	414
Shangri-La Songbei, Harbin . . . . .	100%	344
Shangri-La Xiamen . . . . .	100%	325
Shangri-La Jinan . . . . .	45%	364
Shangri-La Zhoushan . . . . .	100%	28
Shangri-La Putian . . . . .	40%	125
<b>Singapore</b>		
Shangri-La Singapore . . . . .	100%	792
Shangri-La Rasa Sentosa, Singapore . . . . .	100%	454
JEN Singapore Tanglin by Shangri-La . . . . .	44.6%	565
<b>Malaysia</b>		
Shangri-La Kuala Lumpur . . . . .	52.78%	655
Shangri-La Rasa Sayang, Penang . . . . .	52.78%	303
Shangri-La Golden Sands, Penang . . . . .	52.78%	387
JEN Penang Georgetown by Shangri-La . . . . .	31.67%	443
Shangri-La Rasa Ria, Kota Kinabalu . . . . .	64.59%	499
Shangri-La Tanjung Aru, Kota Kinabalu . . . . .	40%	498
<b>The Philippines</b>		
Makati Shangri-La, Manila . . . . .	100%	696
Edsa Shangri-La, Manila . . . . .	100%	628
Shangri-La Mactan, Cebu . . . . .	93.95%	530
Shangri-La Boracay . . . . .	100%	219
Shangri-La at The Fort, Manila . . . . .	40%	576
<b>Thailand</b>		
Shangri-La Bangkok . . . . .	73.61%	802
Shangri-La Chiang Mai . . . . .	73.61%	277
<b>Australia</b>		
Shangri-La Sydney . . . . .	100%	564
Shangri-La The Marina, Cairns . . . . .	100%	255
<b>France</b>		
Shangri-La Paris . . . . .	100%	101
<b>Maldives</b>		
Shangri-La's Villingili Resort & Spa, Maldives . . . . .	70%	132
JEN Maldives Malé by Shangri-La . . . . .	100%	114



	<b>Group's equity interest</b>	<b>Available rooms</b>
<b>Other areas</b>		
Shangri-La Bosphorus, Istanbul . . . . .	50%	186
Shangri-La Yanuca Island, Fiji . . . . .	71.80%	443
Sule Shangri-La, Yangon . . . . .	59.16%	462
Shangri-La Jakarta . . . . .	25%	619
Shangri-La Surabaya . . . . .	11.34%	365
Shangri-La Ulaanbaatar . . . . .	51%	290
Shangri-La Le Touessrok, Mauritius . . . . .	26%	195
Shangri-La Hambantota . . . . .	90%	274
Shangri-La Colombo . . . . .	90%	500
<b>Total of 80 owned hotels . . . . .</b>		<b>34,243</b>
<b>(B) Hotels under operating lease agreements</b>		
Shangri-La Tokyo . . . . .		200
Shangri-La The Shard, London . . . . .		202
JEN Singapore Orchardgateway by Shangri-La . . . . .		499
<b>Total of 3 leased hotels . . . . .</b>		<b>901</b>
<b>Grand total . . . . .</b>		<b>35,144</b>

Consolidated revenue from hotel operations for the year ended 31 December 2022 was U.S.\$ 1,340.6 million, an increase of 19.6 per cent., compared to U.S.\$ 1,120.8 million for the year ended 31 December 2021. The increase was primarily driven by the continued momentum and improvement of the hotel business environment in most regions the Group operates in as travel and gathering restrictions in such regions gradually loosened in early 2022. This was, however, partially offset by the decline in revenue from the Group's hotels in Mainland China due to sporadic restrictions related to local Covid-19 outbreaks throughout 2022.

Key performance indicators of the hotels on an unconsolidated basis are:

Country	Year ended 31 December 2022			Year ended 31 December 2021		
	Weighted Average			Weighted Average		
	Occupancy	Room Rate	RevPAR	Occupancy	Room Rate	RevPAR
	(%)	(U.S.\$)		(%)	(U.S.\$)	
The People's Republic of China Hong Kong . . . . .	38	197	75	38	146	56
Mainland China . . . . .	38	97	37	49	114	56
Tier 1 Cities . . . . .	38	120	45	52	152	79
Tier 2 Cities . . . . .	41	86	35	51	94	48
Tier 3+4 Cities . . . . .	32	87	28	41	97	40
Singapore . . . . .	61	246	150	37	147	54
Malaysia . . . . .	47	111	52	17	98	16
The Philippines . . . . .	45	195	89	21	105	22
Japan. . . . .	54	427	232	33	395	129
Thailand. . . . .	37	120	44	10	77	8
France . . . . .	50	1,843	930	49	1,380	672
Australia . . . . .	69	255	176	36	229	81
United Kingdom. . . . .	62	781	483	37	886	331
Mongolia . . . . .	26	203	53	24	112	26
Sri Lanka . . . . .	22	132	29	12	122	14
Other countries . . . . .	43	201	87	28	157	43
Weighted Average . . . . .	42	155	64	39	130	51

The performance of these hotels by geography is set out below:

### *The People's Republic of China*

#### *Hong Kong*

The occupancy rate for the Group's hotels in Hong Kong was 38 per cent. for the year ended 31 December 2022, flat compared to 38 per cent. for the year ended 31 December 2021. The revenue per available room ("RevPAR") was U.S.\$75 for the year ended 31 December 2022, an increase of 34 per cent., compared to U.S.\$56 for the year ended 31 December 2021. The increase was mainly driven by quarantine business for two of the Group's four hotels, while the other two hotels were supported by a gradual recovery food and beverage business as well as staycation business. Total revenue from the Hong Kong hotel properties for the year ended 31 December 2022 increased by 14.1 per cent. to U.S.\$156.7 million, compared to U.S.\$137.3 million for the year ended 31 December 2021.

#### *Mainland China*

The Group had equity interests in 46 operating hotels in Mainland China as at 31 December 2022.

For the Group's hotels in Mainland China, the occupancy rate was 38 per cent. for the year ended 31 December 2022, a decrease of 11 percentage points, compared to 49 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$37 for the year ended 31 December 2022, a decrease of 34 per cent., compared to U.S.\$56 for the year ended 31 December 2021. For most of the period in 2022, various cities in Mainland China had been disrupted by lockdowns and travel restrictions due to the sporadic outbreak of Covid-19.

The below sets out the performance of the Group's hotels in different tier cities:

- In Tier 1 cities, the occupancy rate was 38 per cent. for the year ended 31 December 2022, a decrease of 14 percentage points, compared to 52 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$45 for the year ended 31 December 2022, a decrease of 43 per cent., compared to U.S.\$79 for the year ended 31 December 2021.
- In Tier 2 cities, the occupancy rate was 41 per cent. for the year ended 31 December 2022, a decrease of 10 percentage points, compared to 51 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$35 for the year ended 31 December 2022, a decrease of 27 per cent., compared to U.S.\$48 for the year ended 31 December 2021.
- In Tier 3 and Tier 4 cities, the occupancy rate was 32 per cent. for the year ended 31 December 2022, a decrease of 9 percentage points, compared to 41 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$28 for the year ended 31 December 2022, a decrease of 30 per cent., compared to U.S.\$40 for the year ended 31 December 2021.

Total revenue from Mainland China hotel properties for the year ended 31 December 2022 decreased by 27.0 per cent. to U.S.\$429.5 million, compared to U.S.\$588.1 million the year ended 31 December 2021.

### *Singapore*

For the Group's hotels in Singapore, the occupancy rate was 61 per cent. for the year ended 31 December 2022, an increase of 24 percentage points, compared to 37 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$150 for the year ended 31 December 2022, an increase of 178 per cent. compared to U.S.\$54 for the year ended 31 December 2021. The growth of RevPAR was mainly driven by the relaxation of Covid-19 related restrictions since early 2022, as well as large scale events being held such as the Grand Prix in October 2022. Total revenue from Singapore hotel properties for the year ended 31 December 2022 increased by 89.4 per cent. to U.S.\$197.4 million, compared to U.S.\$104.2 million for the year ended 31 December 2021.

### *Malaysia*

For the Group's hotels in Malaysia, the occupancy rate was 47 per cent. for the year ended 31 December 2022, an increase of 30 percentage points, compared to 17 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$52 for the year ended 31 December 2022, an increase of 225 per cent. compared to U.S.\$16 for the year ended 31 December 2021. This was driven by the momentum of domestic staycation demand after the resumption of inter-state travelling since mid-October 2021, as well as reopening of its borders on 1 April 2022. Total revenue from the hotel properties in Malaysia for the year ended 31 December 2022 increased by 197.7 per cent. to U.S.\$77.1 million, compared to U.S.\$25.9 million for the year ended 31 December 2021.

### ***The Philippines***

For the Group's hotels in the Philippines, the occupancy rate was 45 per cent. for the year ended 31 December 2022, an increase of 24 percentage points, compared to 21 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$89 for the year ended 31 December 2022, an increase of 305 per cent., compared to U.S.\$22 for the year ended 31 December 2021. The recovery was mainly supported by the gradual loosening of entry requirements into the country. Total revenue from the hotel properties in the Philippines for the year ended 31 December 2022 increased by 205.0 per cent. to U.S.\$79.6 million, compared to U.S.\$26.1 million in the year ended 31 December 2021.

### ***Australia***

For the Group's hotels in Australia, the occupancy was 69 per cent. for the year ended 31 December 2022, an increase of 33 percentage points, compared to 36 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$176 for the year ended 31 December 2022, an increase of 117 per cent., compared to U.S.\$81 for the year ended 31 December 2021. Recovery of the Group's hotels in Australia continued to be largely driven by the strong domestic demand as Covid-19 related restrictions were gradually relaxed during the year. Total revenue from hotel properties in Australia for the year ended 31 December 2022 increased by 106.2 per cent. to U.S.\$76.9 million, compared with U.S.\$37.3 million for the year ended 31 December 2021.

### ***Japan***

For the Group's hotel in Japan, the occupancy was 54 per cent. for the year ended 31 December 2022, an increase of 21 percentage points, compared to 33 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$232 for the year ended 31 December 2022, an increase of 80 per cent., compared to U.S.\$129 for the year ended 31 December 2021. Japan continued to post growth in 2022, despite a strong 2021 that was helped by the Olympic Games. Total revenue from the Group's Japan hotel property for the year ended 31 December 2022 increased by 6.2 per cent. to U.S.\$32.7 million.

### ***United Kingdom***

For the Group's hotel in United Kingdom, the occupancy was 62 per cent. for the year ended 31 December 2022, an increase of 25 percentage points, compared to 37 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$483 for the year ended 31 December 2022, an increase of 46 per cent., compared to U.S.\$331 for the year ended 31 December 2021. The hotel continued to see growth momentum from resumption of post-Covid travelling, although it was impacted by strikes in various sectors towards the end of the year. Total revenue from the Group's United Kingdom hotel property for the year ended 31 December 2022 increased by 46.0 per cent. to U.S.\$55.9 million.

### **Hotel Management and Related Services**

SLIM comprise the management arm of the Group. SLIM provides hotel management and/or technical consultation services for different phases of a hotel's development, including the project development, pre-opening and opening phases, and also an on-going basis once hotels are operational.

SLIM is responsible for managing the operations of each of the operating hotels under its management. The board of directors of the individual hotels, however, retains control over policy matters (such as rate setting and budgeting) and the right to approve substantially all capital expenditures. Each of the hotels has a management agreement with SLIM under which management fees are payable by reference to certain percentages of the gross revenue and/or gross operating profit of the hotel and some management agreements also include an incentive fee based on profit levels. The hotels also reimburse at cost, certain expenses incurred by SLIM in performing its services under the management agreements.

SLIM also enters into project management consultancy and technical service agreements which cover the pre-opening phase of the hotel and are structured to provide the hotel owners with the SLIM's recommendations on the design of the hotel and its facilities so as to conform to SLIM's design guidelines and quality standards.

In addition to managing the operations and providing technical consultation services to the hotels, SLIM also makes available the services of its affiliated sales offices around the world for marketing hotels and assists in areas such as technical services for food and beverages, accounting, budgeting, purchasing, maintenance, advertising, public relations, training and personnel.

SLIM has a dedicated sales and marketing team with offices in key cities, namely Guangzhou, Shanghai, Beijing, Hong Kong, Singapore, Sydney, London, Frankfurt, Paris, New York, New Delhi, Tokyo, Seoul and Dubai, providing a network of sales professionals in these key business markets.

In April 2022, the Group transformed its former guest loyalty programme, Golden Circle, into Shangri-La Circle, a travel and lifestyle platform. Shangri-La Circle allows both staying and non-staying guests to earn and redeem Shangri-La Circle awards points for enjoying a wide range of rewards including free room nights, instant redemption in over 500 restaurants and bars globally or whilst relaxing at Chi, The Spa. The Group also unveiled Polaris, a new invitation-only membership tier.

As at 31 December 2022, SLIM managed a total of 105 hotels and resorts:

- 80 Group-owned hotels;
- 3 hotels under lease agreements; and
- 22 hotels owned by third parties.

The 22 operating hotels (7,221 available rooms) owned by third parties are located in the following destinations:

- Canada: Toronto and Vancouver;
- Oman: Muscat (2 hotels);
- UAE: Abu Dhabi (2 hotels) and Dubai;
- Saudi Arabia: Jeddah;
- Malaysia: Johor and Kuala Lumpur;

- India: New Delhi and Bengaluru;
- Taiwan: Taipei and Tainan; and
- Mainland China: Changzhou, Haikou, Suzhou (2 hotels), Yiwu, Nanning, Shanghai and Beijing.

As at 31 December 2022, SLIM had management agreements for four new hotel projects which are owned by third parties.

For the year ended 31 December 2022, the overall weighted average occupancy of the hotels under third-party hotel management agreements was 45 per cent. an increase of 7 percentage points, compared to 38 per cent. for the year ended 31 December 2021. The RevPAR was U.S.\$74 for the year ended 31 December 2022, an increase of 68 per cent. compared to U.S.\$44 for the year ended 31 December 2021. SLIM generated gross revenue of U.S.\$165.6 million for the year ended 31 December 2022, an increase of 11.9 per cent. compared to U.S.\$148.0 million for the year ended 31 December 2021. After eliminating inter-segment revenue with subsidiaries, the net revenues generated by SLIM was U.S.\$78.7 million for the year ended 31 December 2022, an increase of 10.2 per cent. (or U.S.\$7.3 million) compared to U.S.\$71.4 million for the year ended 31 December 2021. The increase in revenue was mainly due to the overall improvement of hotel operations and the corresponding increase in fees received.

### ***Investment Properties***

The Group owns investment properties for property rentals.

The following table summarises the total Gross Floor Area (“GFA”) of the operating investment properties owned by the Group’s subsidiaries and associates as at 31 December 2022:

	<b>Total GFA of operating investment properties as at 31 December 2022</b>		
	<b>Office spaces</b>	<b>Commercial spaces</b>	<b>Serviced apartments/ residential</b>
	<i>(in square metres)</i>		
Mainland China . . . . .	950,576	663,263	266,453
Malaysia . . . . .	45,175	8,530	17,356
Singapore . . . . .	3,291	22,933	24,735
Australia . . . . .	515	11,370	–
Mongolia . . . . .	57,987	39,610	30,012
Myanmar . . . . .	37,635	11,807	56,834
Sri Lanka . . . . .	59,866	79,518	3,733
<b>Total</b> . . . . .	<b>1,155,045</b>	<b>837,031</b>	<b>399,123</b>

### *Mainland China*

Revenue generated from the investment properties owned by subsidiaries in Mainland China for the year ended 31 December 2022 increased by 8.6 per cent. to U.S.\$27.7 million. This was mainly driven by the continued improvement in occupancy rates of offices in Shangri-La Centre, Wuhan, which opened in November 2020.

### *Singapore*

Revenue generated from the investment properties owned by subsidiaries in Singapore for the year ended 31 December 2022 increased by 30.1 per cent. to U.S.\$12.1 million. This was mainly driven by the improvement in the overall occupancies and rental rates for the Group's serviced apartments.

### *Mongolia*

Revenue generated from the investment properties owned by subsidiaries in Mongolia for the year ended 31 December 2022 increased by 13.4 per cent. to U.S.\$27.1 million. This was mainly driven by an improvement in occupancies for both investment properties Shangri-La Centre and Central Tower.

### *Sri Lanka*

Revenue generated from the subsidiary investment properties in Sri Lanka for the year ended 31 December 2022 increased by 10.9 per cent. to U.S.\$12.2 million. The increase was due to the general improvement in occupancies of the One Galle Face offices and shopping mall.

## **Property Development for Sale**

Property development for sale by subsidiaries for the year ended 31 December 2022 was U.S.\$14.9 million, a decrease of 31.0 per cent. compared to U.S.\$21.6 million for the year ended 31 December 2021. The decrease was mainly a result of having fewer residential units to hand over at the Group's residential project One Galle Face in Colombo, Sri Lanka.

In 2022, two units at residential tower of Shangri-La, Dalian Phase II project (Yavis) were sold and have been handed over to the buyers. As at 31 December 2022, Yavis had sold an accumulated total of 88 units (62 per cent. of the total number of units) and had a remaining unsold inventory of 54 units.

One Galle Face, Colombo, Sri Lanka comprises 390 apartments (372 for sale and 18 for rental) with total gross floor area of approximately 93,500 square metres. During the year ended 31 December 2022, 19 apartments were handed over to the buyers and were recognised as revenue. At 31 December 2022, an accumulated total of 300 apartments (81 per cent. of the total number of apartments) have been sold of which 295 apartments (98 per cent. of those sold) have been handed over to the buyers.

## **EBITDA and Aggregate Effective Share of EBITDA**

The following table summarises information related to the EBITDA of the Guarantor and its subsidiaries and the aggregate effective share of EBITDA of the Guarantor, subsidiaries and associates by geographical areas and by business segments for the years ended 31 December 2022 and 2021. EBITDA is defined as the earnings before finance costs, tax, depreciation and amortisation and non-recurring items such as gain/loss on disposal of fixed assets and interest in investee companies; fair value gains/losses on





The aggregate effective share of EBITDA was U.S.\$441.6 million for the year ended 31 December 2022, an increase of 5.6 per cent. (or U.S.\$23.6 million), compared to U.S.\$418.0 million for the year ended 31 December 2021. The contribution of each business segment is set out below:

- The effective share of EBITDA from Hotel Properties business for the year ended 31 December 2022 was U.S.\$132.1 million, an increase of 20.6 per cent. (or U.S.\$22.6 million), compared to U.S.\$109.5 million for the year ended 31 December 2021;
- The effective share of EBITDA from Hotel Management and Related Services business for the year ended 31 December 2022 was U.S.\$17.4 million, an increase of 500.0 per cent. (or U.S.\$14.5 million), compared to U.S.\$2.9 million for the year ended 31 December 2021;
- The effective share of EBITDA from Investment Properties business for the year ended 31 December 2022 was U.S.\$274.7 million, a decrease of 4.9 per cent. (or U.S.\$14.2 million), compared to U.S.\$288.9 million for the year ended 31 December 2021. Effective share of EBITDA from the Group's subsidiary investment properties decreased by 2.3 per cent. to U.S.\$42.4 million and the effective share of EBITDA from the Group's associated investment properties decreased by 5.4 per cent. to U.S.\$232.3 million;
- The effective share of EBITDA from Property Development for Sale & Other Business for the year ended 31 December 2022 was U.S.\$42.0 million, an increase of 25.7 per cent. (or U.S.\$8.6 million), compared to U.S.\$33.4 million for the year ended 31 December 2021;
- Corporate and project expenses for the year ended 31 December 2022 were U.S.\$24.6 million, an increase of 47.3 per cent. (or U.S.\$7.9 million), compared to U.S.\$16.7 million for the year ended 31 December 2021. The increase in expenses was mainly due to increase of share awards expenses and expenses incurred by ongoing projects compared to 2021.

**Consolidated Profit or Loss Attributable to Owners of the Guarantor**

The following table summarises information related to the consolidated profit or loss attributable to owners of the Guarantor before and after non-operating items by geographical areas and by business segments for the years ended 31 December 2022 and 2021.

	<b>For the year ended 31 December</b>	
	<b>2022</b>	<b>2021</b>
	<i>(U.S.\$ million)</i>	
<b>Hotel Properties</b> . . . . .		
The People's Republic of China		
Hong Kong	(35.5)	(47.9)
Mainland China	(145.0)	(82.0)
Singapore	18.6	(10.8)
Malaysia	(3.3)	(12.9)
The Philippines	(7.3)	(27.0)
Japan	(4.0)	(0.9)
Thailand	1.9	(5.6)
France	(1.6)	(5.8)
Australia	(1.2)	(13.0)
United Kingdom	(10.2)	(1.9)
Mongolia	(4.7)	(2.5)
Sri Lanka	(6.9)	(21.0)
Other countries	0.8	(15.0)
	(198.4)	(246.3)
<b>Hotel Management and Related Services</b> . . . . .	(5.7)	(18.5)
<b>Sub-total Hotel Operations</b> . . . . .	(204.1)	(264.8)
<b>Investment Properties</b> . . . . .		
Mainland China	167.8	172.4
Singapore	8.7	7.4
Malaysia	0.9	1.0
Mongolia	4.5	9.2
Sri Lanka	(2.3)	(13.4)
Other countries	2.4	4.0
<b>Sub-total Investment Properties</b> . . . . .	182.0	180.6
<b>Property Development for Sale &amp; Other Business</b> . . . . .	28.2	12.9
<b>Consolidated profit/(loss) from operating properties</b> . . . . .	<b>6.1</b>	<b>(71.3)</b>
Net corporate finance costs (including foreign exchange gains and losses) . . . . .	(145.6)	(103.4)
Corporate and Project Expenses . . . . .	(22.1)	(18.5)
<b>Consolidated profit/(loss) attributable to owners of the Guarantor before non-operating items</b> . . . . .	(161.6)	(193.2)
<b>Non-operating items</b> . . . . .	3.1	(97.4)
<b>Consolidated profit/(loss) attributable to owners of the Guarantor after non-operating items</b> . . . . .	<b>(158.5)</b>	<b>(290.6)</b>

Consolidated loss attributable to owners of the Guarantor after non-operating items was U.S.\$158.5 million for the year ended 31 December 2022, an increase of 45.5 per cent. (or U.S.\$132.1 million), compared to a loss of U.S.\$290.6 million for the year ended 31 December 2021. A breakdown for each business segment is set out below:

- Hotel Properties' loss for the year ended 31 December 2022 was U.S.\$198.4 million, an increase of 19.4 per cent. (or U.S.\$47.9 million), compared to a loss of U.S.\$246.3 million for the year ended 31 December 2021;
- Hotel management and related services loss for the year ended 31 December 2022 was U.S.\$5.7 million, an improvement of 69.2 per cent. (or U.S.\$12.8 million) compared to a loss of U.S.\$18.5 million for the year ended 31 December 2021;
- Investment Properties' profit was U.S.\$182.0 million for the year ended 31 December 2022, a marginal increase of 0.8 per cent. (or U.S.\$1.4 million) compared to U.S.\$180.6 million for the year ended 31 December 2021;
- Property Development for Sale & Other Business profit for the year ended 31 December 2022 was U.S.\$28.2 million, an increase of 118.6 per cent. (or U.S.\$15.3 million) compared to U.S.\$12.9 million for the year ended 31 December 2021.

Non-operating items for the year ended 31 December 2022 totalled a net gain of U.S.\$3.1 million compared to a net charge of U.S.\$97.4 million for the year ended 31 December 2021. Major components included:

- Effective share of net fair value gains on investment properties was U.S.\$89.9 million for the year ended 31 December 2022, compared to net fair value gain of U.S.\$60.0 million for the year ended 31 December 2021;
- An exceptional foreign exchange loss of U.S.\$110.3 million arising from the significant depreciation of Sri Lankan rupee that impacted the foreign currency bank loans borrowed by the Group's Sri Lanka entities; and
- Disposal gains totalled U.S.\$16.0 million recognised from the completion of disposal of 80 per cent. interest of the Group's project in Kyoto and disposal of the laundry plant held by a subsidiary during the year.

## DEVELOPMENT PROGRAMMES

Construction work on the following projects is on-going:

### (a) Hotel Developments

	<u>Group's Equity Interest</u>	<u>Hotel Rooms</u>	<u>Projected Opening</u>
<b>Hotels in Mainland China</b>			
JEN Kunming by Shangri-La . . . . .	45%	274	2024
Shangri-La Hotel, Zhengzhou . . . . .	45%	314	2025
<b>Hotel in Japan</b>			
Shangri-La Hotel, Kyoto . . . . .	20%	77	2025

The Shangri-La and Traders Hongqiao Airport with 611 rooms, which will be operated under operating lease, will open for business in 2024.

### (b) Other Properties Owned by the Group

	<u>Group's Equity Interest</u>	<u>Total gross floor area upon completion (approximate in square metres)</u>			<u>Scheduled Completion</u>
		<u>Residential</u>	<u>Office</u>	<u>Commercial</u>	
<b>In Mainland China</b>					
					In phases from 2024
Shenyang Kerry Centre - Phase III . . . . .	25%	256,567	70,010	93,204	onwards
Kunming City Project . . . . .	45%	20,917	–	–	2024
Phase II of Shangri-La Fuzhou . . . . .	100%	–	36,965	49,392	2023
					In phases from 2023
Composite development project in Zhengzhou . . . . .	45%	94,025	58,946	3,932	onwards
Nanchang City Project – Phase II . . . . .	20%	–	57,630	2,100	2023
Tianjin Kerry Centre – Phase II . . . . .	20%	27,817	92,651	17,490	2025

The Group is currently reviewing the development plans of the following projects:

- Shangri-La Hotel in Kunming, Mainland China (45 per cent. equity interest owned by the Group);
- Composite development in Accra, The Republic of Ghana (45 per cent. equity interest owned by the Group);
- Hotel in Rome, Italy (wholly-owned by the Group);
- Lakeside Shangri-La, Yangon, Myanmar (55.86 per cent. equity interest owned by the Group); and
- Hotel in Bangkok, Thailand (73.61 per cent. equity interest owned by the Group).

The Group continues to review its asset portfolio and may sell assets that it considers non-core at an acceptable price and introduce strategic investors for some of its operating assets/development projects. The Group adjusts its development plans and investment strategy from time to time in response to changing market conditions and in order to improve the financial position of the Group.

## **LIQUIDITY AND BORROWINGS**

During the year ended 31 December 2022, the Group executed a five-year bank loan agreement of U.S.\$100 million for financing maturing loans as well as for working capital and project financing use.

The Group issued fixed rate bonds in order to reduce the refinancing cycle of its bank borrowings and to hedge its medium term borrowing interest rate. As at 31 December 2022, the following fixed rate bonds remained outstanding:

- bonds due November 2025 in the principal amount of S\$825 million at 4.50 per cent. per annum;
- bonds due November 2025 in the principal amount of U.S.\$35 million at 5.23 per cent. per annum;
- bonds due June 2024 in the principal amount of S\$135 million at 3.70 per cent. per annum;
- bonds due June 2027 in the principal amount of S\$165 million at 4.10 per cent. per annum; and
- bonds due January 2030 in the principal amount of S\$350 million at 3.50 per cent. per annum.

At the subsidiary level, the Group also executed the following bank loan agreements during the year ended 31 December 2022 for refinancing maturing loans as well as securing funding for project financing:

- Three three-year bank loan agreements totalling RMB617.2 million (equivalent to U.S.\$88.6 million) for financing maturing loans;
- One three-year bank loan agreement of S\$55 million (equivalent to U.S.\$41.0 million) for financing a project development; and
- Increasing a bank loan facility by HK\$300 million (equivalent to U.S.\$38.7 million) for three years to finance the renovation of a hotel and for its working capital use.

The Group has not encountered any difficulty when drawing loans from committed banking facilities. None of the banking facilities were cancelled by the banks during or after the year ended 31 December 2022 and the Group has satisfactorily complied with all covenants under its borrowing agreements.

The Group's net borrowings (total bank loans and fixed rate bonds less cash and bank balances and short-term fund placements) to total equity ratio, i.e. the gearing ratio, increased to 89.3 per cent. as at 31 December 2022 from 79.4 per cent. as at 31 December 2021. This increase was mainly driven by the significant decrease of total equity due to the weakening of global currencies against U.S. dollars during the year which shrank the Group's net assets presented in U.S. dollars terms.

The Group has complied with all covenants under its borrowing agreements.

The breakdown of borrowings outstanding as at 31 December 2022 and 31 December 2021 is as follows:

	Maturities of Borrowings Contracted as at 31 December 2022					Maturities of Borrowings Contracted as at 31 December 2021				
	Within 1 year	In the 2nd year	In the 3rd year to 5th year	After 5 years	Total	within 1 year	In the 2nd year	In the 3rd year to 5th year	After 5 years	Total
	Repayment									
	Within	In the 2nd year	In the 3rd year to 5th year	After 5 years	Total	within 1 year	In the 2nd year	In the 3rd year to 5th year	After 5 years	Total
	(U.S.\$ million)									
<b>Borrowings</b>										
Corporate borrowings										
– unsecured bank loans . . . . .	548.4	643.1	1,752.9	35.6	2,980.0	695.6	548.4	1,426.5	281.6	2,952.1
– fixed rate bonds . . . . .	–	100.7	772.0	260.1	1,132.8	–	–	744.3	380.5	1,124.8
Bank loans of subsidiaries										
– secured . . . . .	–	–	–	–	–	3.6	–	–	–	3.6
– unsecured . . . . .	404.0	215.9	753.1	126.6	1,499.6	362.9	341.0	686.1	117.4	1,507.4
<b>Total outstanding balance . . .</b>	<b>952.4</b>	<b>959.7</b>	<b>3,278.0</b>	<b>422.3</b>	<b>5,612.4</b>	<b>1,062.1</b>	<b>889.4</b>	<b>2,856.9</b>	<b>779.5</b>	<b>5,587.9</b>
<b>Undrawn but committed facilities</b>										
Bank loans . . . . .	236.4	123.2	532.6	80.9	973.1	176.1	222.3	419.5	1,098.4	1,916.3

The currency mix of borrowings and cash and bank balances (including the short-term fund placements) as at 31 December 2022 and 31 December 2021 is as follows:

	As at 31 December 2022		As at 31 December 2021	
	Borrowings	Cash and Bank Balances	Borrowings	Cash and Bank Balances
	(U.S.\$ million)			
In United States dollars . . . . .	2,100.5	100.0	2,157.6	95.4
In Hong Kong dollars . . . . .	1,579.5	40.0	1,458.2	39.5
In Singapore dollars . . . . .	1,114.7	134.4	1,093.7	78.9
In Renminbi . . . . .	560.9	274.6	599.4	416.2
In Euros . . . . .	80.1	20.8	88.4	17.2
In Australian dollars . . . . .	53.7	22.4	58.1	12.8
In Japanese yen . . . . .	110.3	5.9	121.2	2.8
In Fijian dollars . . . . .	12.7	1.5	10.1	2.3
In Philippine pesos . . . . .	–	33.7	–	15.5
In Thai baht . . . . .	–	45.1	–	33.8
In Malaysian ringgit . . . . .	–	25.8	1.2	20.1
In British pounds . . . . .	–	4.0	–	7.5
In Mongolian tugrik . . . . .	–	19.5	–	16.3
In Sri Lankan rupee . . . . .	–	34.9	–	25.0
In Myanmar kyat . . . . .	–	1.4	–	0.3
In Maldivian rufiyaa . . . . .	–	0.6	–	0.6
In other currencies . . . . .	–	1.4	–	0.7
<b>Total</b>	<b>5,612.4</b>	<b>766.0</b>	<b>5,587.9</b>	<b>784.9</b>

Except for the fixed rate bonds, all borrowings are generally at floating interest rates.

## **RELATIONSHIP WITH THE KUOK GROUP**

The Guarantor is a member of the Kuok Group. Since the listing of the ordinary shares of the Guarantor on the Main Board of the Hong Kong Stock Exchange in June 1993, Kerry Group Limited, a member of the Kuok Group has been the single largest shareholding group of the Guarantor. As at 31 December 2022, Kerry Group Limited was deemed to be interested in approximately 50.189 per cent. of the total issued share capital of the Guarantor, as reported under the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”).

From time to time in the normal course of business, the Guarantor and its subsidiaries have entered into various commercial transactions with certain members of the Kuok Group. The Group may enter into new transactions with members of the Kuok Group in the future. Where required, the Guarantor will comply with the relevant rules relating to connected transactions.

## **EMPLOYEES**

As at 31 December 2022, the Guarantor and its subsidiaries had approximately 23,900 employees and the headcount of all the Group’s managed hotels and resorts including those of associates and those managed for third parties totalled approximately 40,700. Salaries and benefits, including provident fund contributions, insurance and medical coverage, housing and share option schemes have been maintained at competitive levels. Bonuses were awarded based on individual performance as well as the financial performance of business units.

## **EMPLOYEE SHARE OPTION SCHEME**

A share option scheme of the Guarantor was adopted by its shareholders on 28 May 2012. The scheme expired on 28 May 2022. As there is no plan to grant options in the near future, the Guarantor will not adopt a new share option scheme for the time being.

## **SHARE AWARD SCHEME**

A share award scheme (the “**Award Scheme**”) of the Guarantor was adopted by its shareholders on 28 May 2012 (and amended on 10 August 2012, 31 May 2018 and 29 December 2022) which allows Shares of the Guarantor to be granted to qualified participants of the scheme including directors, employees or an officer of any member of the Group. The purpose of the Award Scheme is to support the long-term growth of the Group and enhance its reputation as an employer-of-choice in the industry. In particular, the Award Scheme is intended to attract suitable personnel for the further development of the Group, to recognise contributions by qualified participants and incentivise them to continue making contributions to the Group and to retain talent. The Award Scheme is also intended to help to align the interests of Directors and senior management of the Group with the Group’s long-term performance. The awarded Shares shall be existing Shares purchased on the open market on the HKSE. The Award Scheme shall remain valid and effective for an initial term of 10 years from its date of adoption (28 May 2022) and shall be automatically extended by 7 successive extended terms of 10 years each. During the year ended 31 December 2022, a total of 12,458,000 shares and 2,274,000 shares were granted and vested to the qualified awardees, respectively. A total of 9,134,000 shares were held in trust under the Award Scheme as at 31 December 2022. During the year ended 31 December 2022, an expense of U.S.\$5,241,000 for the award shares granted was charged to the consolidated statement of profit or loss.

## **ENVIRONMENTAL**

The Guarantor believes that the Group is in compliance in all material respects with applicable environmental regulations in the jurisdictions in which it operates. The Guarantor is not aware of any material environment proceedings or investigations to which it is or might become a party and which may have a material adverse effect on its properties and operations.

## **COMPETITION**

Competition in the hotel industry in the markets where the Group's hotels operate has been at times intense. Competition is based primarily on room rates, quality of accommodation, brand recognition, service level, convenience of location and the quality and scope of other amenities. The Group's hotels generally compete with other hotels in the high end of the market in the cities where the hotels are located. The Group believes that its hotels have a competitive advantage due to the reputation of its brands. In addition, the Group believes that its familiarity with the complex governmental approval process associated with the development of new hotels in Mainland China gives it a competitive advantage over potential competitors who are new to the Mainland China market.

## **INSURANCE**

The Group and its associates are covered by insurance policies which cover crime, fire, flood, explosion, riot, strike, malicious damage, natural disasters and other accidental damage to property, business interruption and public liability. The Group believes that its properties are covered with adequate insurance provided by reputable insurance companies in the relevant jurisdictions and with commercially reasonable deductibles and limits on coverage, which are normal for the type and location of the properties to which they relate. Notwithstanding such insurance coverage, damage to the buildings, facilities, equipment, or other properties and business interruptions as a result of any threat of war, terrorism, nuclear crisis, political crisis, natural disaster, outbreak of disease or epidemic may potentially have a material adverse effect on the Group's financial condition and/or result of operations.

## **GOVERNMENT REGULATIONS**

The operations of the Group and its associates are subject to various laws and regulations in the jurisdiction in which it operates. See "*Risk Factors – The Group is subject to numerous laws and regulations in the markets in which it operates*". The properties of the Group and its associates are subject to routine inspections by government officials with regard to various safety and environmental issues. The Group believes that the Group is in compliance in all material aspects with government regulations in effect in the jurisdictions in which it operates. Neither the Guarantor nor its subsidiaries has experienced significant problems with government regulations in relation to the operations which could materially and adversely affect its properties or operations, nor it is aware of any pending government legislation that might have a material adverse effect on its properties or operations.

## **LEGAL PROCEEDINGS**

As at the date of this Offering Circular, neither the Issuer nor the Guarantor nor any of the Guarantor's subsidiaries or associates is involved in any litigation which could have a material adverse effect on the financial position of the Group.

## **SUBSIDIARIES AND ASSOCIATES**

Note 42 to the Guarantor's consolidated financial statements for the year ended 31 December 2022 sets out the subsidiaries and associates of the Group as at 31 December 2022 which, in the opinion of the Directors, principally affected the results for the year or form a substantial proportion of the net assets of the Group for the year, to which such financial statements relate.



## DIRECTORS

The members of the board of directors of the Guarantor as at the date of this Offering Circular are as follows:

<u>Name</u>	<u>Position</u>
KUOK Hui Kwong . . . . .	Chairman, Executive Director
CHUA Chee Wui . . . . .	Group Chief Financial Officer, Group Chief Investment Officer, Executive Director
LIM Beng Chee . . . . .	Non-Executive Director
LI Kwok Cheung Arthur . . . . .	Independent Non-Executive Director
YAP Chee Keong . . . . .	Independent Non-Executive Director
LI Xiaodong Forrest . . . . .	Independent Non-Executive Director
ZHUANG Chenchao . . . . .	Independent Non-Executive Director
KHOO Shulamite N K . . . . .	Independent Non-Executive Director

The following are particulars of the qualifications, if any, and experience of the Directors of the Guarantor:

### EXECUTIVE DIRECTORS

**Ms. KUOK Hui Kwong** was a Non-Executive Director of the Guarantor from October 2014 to June 2016. She was appointed an Executive Director and the Deputy Chairman of the Guarantor in June 2016 and assumed the position of Chairman of the Guarantor in January 2017. She is also a director of China World Trade Center Company Limited (listed on the Shanghai Stock Exchange) and the governor of Kerry Group Kuok Foundation (Hong Kong) Limited, a charitable organisation. Ms. KUOK is also a director of Kerry Group Limited (“**KGL**”) and Kerry Holdings Limited (“**KHL**”) (both of which are substantial shareholders of the Guarantor) and has a deemed interest of more than 5 per cent. of the share capital of KGL. She also has a deemed interest of less than 5 per cent. in Kuok Brothers Sdn Berhad and Kuok (Singapore) Limited (both major shareholders of the Guarantor) respectively. Ms. KUOK holds a Bachelor’s degree in East Asian Studies from Harvard University, United States. Ms. KUOK is also the Chairman of the Nomination Committee and the Executive Committee and a member of the Remuneration & Human Capital Committee of the Guarantor.

**Mr. CHUA Chee Wui** joined the Group in February 2018 as Executive Vice President of Special Projects. He was Head of Investment and Asset Management from January 2019 to August 2019 and was appointed Group Chief Investment Officer and Group Chief Financial Officer in September 2019 and August 2022 respectively. He was also appointed an Executive Director of the Guarantor in September 2022. Mr. CHUA holds a Bachelor of Arts (Honours) degree in Engineering Science from the University of Oxford, United Kingdom, and is a CFA charterholder. Mr. CHUA has not held any directorship in any listed company in the last three years. Prior to joining the Group, he was the general manager of Keppel Group Strategic Development of Keppel Corporation Ltd from 2000 to 2010 and the chief executive officer of Keppel Integrated Engineering of Keppel Corporation Ltd from 2004 to 2010, and the executive vice president of Singbridge International Singapore Pte Ltd (a subsidiary of Temasek Holdings (Private) Ltd) from 2010 to February 2013. Mr. CHUA is a member of the Executive Committee of the Guarantor.

## **NON-EXECUTIVE DIRECTOR**

**Mr. LIM Beng Chee** was a Non-Executive Director of the Guarantor from September 2016 to December 2016. He was appointed an Executive Director and the Group Chief Executive Officer of the Guarantor in January 2017. In January 2023, Mr. LIM stepped down from his role as Executive Director and the Group Chief Executive Officer of the Guarantor and was re-designated as a Non-Executive Director of the Guarantor. He was also appointed an executive director and the chairman of China World Trade Center Company Limited (listed on the Shanghai Stock Exchange) in April 2018. He was an independent director of Raffles Medical Group Limited (listed on the SGX-ST) from July 2015 to April 2019 and the chief executive officer of CapitaLand Mall Asia Limited (formerly known as CapitaMalls Asia Limited) from November 2008 to September 2014. Mr. LIM holds a Bachelor's degree in Physics from the University of Oxford, United Kingdom and an MBA (Accountancy) from Nanyang Technological University, Singapore.

## **INDEPENDENT NON-EXECUTIVE DIRECTORS**

**Professor LI Kwok Cheung Arthur** was appointed an Independent Non-Executive Director of the Guarantor in March 2011. He is also a non-executive deputy chairman of The Bank of East Asia, Limited (listed on the Hong Kong Stock Exchange) and an independent non-executive director of Nature Home Holding Company Limited (delisted from the Hong Kong Stock Exchange in October 2021). Professor LI is a member of the Executive Council of the Hong Kong Special Administrative Region, emeritus professor of surgery of the Chinese University of Hong Kong, non-executive director of Greater Bay Airlines Company Limited and member of the Committee for the Basic Law of the Hong Kong Special Administrative Region under the Standing Committee of the National People's Congress. Professor LI obtained his medical degree from the University of Cambridge, United Kingdom in 1969 and assumed various senior roles in the medical profession of the academia. Professor LI was the vice-chancellor (president) of the Chinese University of Hong Kong. In 2002, Professor LI became the Secretary for Education and Manpower of Education and Manpower Bureau of the Hong Kong Special Administrative Region, and his term ended in June 2007. He was a member of the National Committee of the Chinese People's Political Consultative Conference, council chairman for Sustainable Development of the Hong Kong Special Administrative Region and The University of Hong Kong. Professor LI was the director of Hong Kong Applied Science and Technology Research Institute Company Limited and Hong Kong Science and Technology Parks Corporation, a non-executive director of GlaxoSmithKline Plc (formerly known as Glaxo Wellcome Plc) (listed on the London and New York stock exchanges) and an independent non-executive director of China Mobile Limited (formerly known as China Mobile (Hong Kong) Limited) (listed on Hong Kong Stock Exchange) and The Wharf (Holdings) Limited (listed on the Hong Kong Stock Exchange). Professor LI is also a member of the Remuneration & Human Capital Committee, Audit & Risk Committee and the Nomination Committee of the Guarantor.

**Mr. YAP Chee Keong** was appointed an Independent Non-Executive Director of the Guarantor in December 2017. He is an independent non-executive director of Olam Group Limited (listed on the SGX-ST), Sembcorp Industries Limited (listed on the SGX-ST), Maxeon Solar Technologies, Limited (listed on Nasdaq), Sembcorp Marine Limited (listed on the SGX-ST), MediaCorp Pte Limited, Ensign Infosecurity Pte Limited, Pacific International Lines (Pte) Limited and Singapore Life Holdings Pte Limited (formerly known as Aviva Singlife Holdings Pte Limited). He was an independent non-executive director of CapitaLand Mall Asia Limited (formerly known as CapitaMalls Asia Limited), Tiger Airways Holdings Limited (delisted from the SGX-ST in May 2016), Hup Soon Global Corporation Limited (delisted from the SGX-ST in April 2013), Citibank Singapore Limited, Certis CISCO Security Pte Limited, InterOil Corporation (delisted from the New York Stock Exchange in February 2017) and Olam International Limited (delisted from the SGX-ST in March 2022), a director of The Straits Trading Company Limited (listed on the SGX-ST), and a non-executive director of ARA Asset Management Limited (delisted from the SGX-ST in April 2017) and Malaysia Smelting Corporation Berhad (listed on both the Malaysia-SE and the SGX-ST). He previously served as an executive director of The Straits Trading Company Limited and the chief financial officer of Singapore Power Limited. Mr. YAP holds a Bachelor's degree in Accountancy from the National University of Singapore. He is a fellow of CPA, Australia and a fellow of the Institute of Singapore Chartered Accountants. Mr. YAP is also the chairman of the Audit & Risk Committee and a member of the Remuneration & Human Capital Committee of the Guarantor.

**Mr. LI Xiaodong Forrest** was appointed an Independent Non-Executive Director of the Guarantor in May 2019. He is the chairman and group chief executive officer of Sea Limited (listed on the New York Stock Exchange). He is a member of the Singapore Economic Development Board, Advisory Council of Stanford University's Graduate School of Business and the Board of Trustees for the National University of Singapore. He previously served as a member of Singapore's Committee on the Future Economy from January 2016 to February 2017. Mr. LI holds a bachelor's degree in Engineering from Shanghai Jiao Tong University and an MBA degree from Stanford University's Graduate School of Business. Mr. LI is also a member of the Nomination Committee of the Guarantor.

**Mr. ZHUANG Chenchao** was appointed an Independent Non-Executive Director of the Guarantor in December 2019. He is currently the partner of Zebra Global Capital (a private equity investment company), and also a director of Jianpu Technology Inc (listed on New York Stock Exchange). Previously, Mr. ZHUANG was the chief executive officer of Qunar.com, a system architect of the World Bank and the chief technology officer of Shawei.com. Mr. ZHUANG received his Bachelor's of science degree in Electrical Engineering from Peking University.

**Ms. KHOO Shulamite N K** was appointed an Independent Non-Executive Director of the Guarantor in November 2020. She is an independent non-executive director of AIA Company Limited. She was previously Group Chief Human Resource Officer of AIA Group Limited ("**AIA Group**") and a member of AIA Group's Executive Committee. Prior to joining AIA Group in 2011, Ms. KHOO was the group executive vice president and global head of human resources of AXA Group SA, based in Paris. She joined AXA Group in 2005 as regional head, human resources & Internal Communications for AXA Asia, based in Hong Kong. Ms. KHOO spent the early part of her career with Prudential plc and worked in different frontline businesses, client services and operational roles in Singapore and Hong Kong. Ms. KHOO received her Bachelor of science degree from University of Toronto, Canada and is a fellow of Chartered Institute of Personnel and Development. Ms. KHOO has also been an independent non-executive director of Kerry Logistics Network Ltd (listed on the Hong Kong Stock Exchange) and an independent director of CIMB Group Holdings Berhad (listed on Bursa Malaysia Securities Berhad) since July 2017 and May 2020, respectively. Ms. KHOO is also the chairman of the Remuneration & Human Capital Committee and a member of the Nomination Committee and Audit & Risk Committee of the Guarantor.

## THE BOARD OF DIRECTORS OF THE GUARANTOR

The board of directors of the Guarantor has appointed board committees to oversee particular aspects of the Guarantor's affairs. Each board committee is appointed with written terms of reference.

## EXECUTIVE COMMITTEE

The Guarantor set up an executive committee (the "**Executive Committee**") on 21 June 1993. The Executive Committee shall, among other things, be delegated with power and authorities to oversee the Group's ordinary business and transactions, except that decisions relating to the following matters are explicitly reserved to the board of directors:

- constitution and share capital;
- corporate objectives and strategy;
- corporate policies relating to securities transactions by Directors of the Guarantor and senior management;
- interim and annual results;
- significant investments;
- major financings, borrowings and guarantees other than those of ordinary terms and for the ordinary operation or for general working capital requirement of the Group;
- corporate governance and internal controls;
- risk management;
- major acquisitions and disposals;
- material contracts;
- board members;
- auditors; and
- any other significant matters that will affect the operations of the Group as a whole.

The Executive Committee currently comprises two Executive Directors of the Guarantor. The current members are Ms. KUOK Hui Kwong (who acts as Chairman of the Executive Committee) and Mr. CHUA Chee Wui.

## **AUDIT & RISK COMMITTEE**

The Guarantor set up an audit & risk committee (the “**Audit & Risk Committee**”) on 25 August 1998. The Audit & Risk Committee shall, among other things, supervise the financial reporting and the internal control of the Group.

The Audit & Risk Committee currently comprises three Independent Non-Executive Directors of the Guarantor. The current members are Mr. YAP Chee Keong (who acts as Chairman of the Audit & Risk Committee), Professor LI Kwok Cheung Arthur and Ms. KHOO Shulamite N K.

## **REMUNERATION & HUMAN CAPITAL COMMITTEE**

The Guarantor set up a remuneration committee on 17 October 1997 and was re-designated as the remuneration and human capital committee (the “**Remuneration & Human Capital Committee**”) with effect from 28 May 2021. The Remuneration & Human Capital Committee shall, among other things, review, endorse and/or approve the remuneration of each Director of the Guarantor and each senior management member of the Group in accordance with the remuneration policy of the Group.

The Remuneration & Human Capital Committee currently comprises four members including the Chairman and three Independent Non-Executive Directors of the Guarantor. The current members are Ms. KHOO Shulamite N K (who acts as Chairman of the Remuneration & Human Capital Committee), Ms. KUOK Hui Kwong, Professor LI Kwok Cheung Arthur and Mr. YAP Chee Keong.

## **NOMINATION COMMITTEE**

The Guarantor set up a nomination committee (the “**Nomination Committee**”) on 19 March 2012. The Nomination Committee shall, among other things, consider any proposed change to members or composition of the board and/or evaluate the performance of Directors of the Guarantor in accordance with the nomination policy of the Guarantor.

The Nomination Committee currently comprises four members including the Chairman and three Independent Non-Executive Directors of the Guarantor. The current members are Ms. KUOK Hui Kwong (who acts as Chairman of the Nomination Committee), Professor LI Kwok Cheung Arthur, Mr. LI Xiaodong Forrest and Ms. KHOO Shulamite N K.

## SUBSTANTIAL SHAREHOLDERS' AND DIRECTORS' INTERESTS

### SUBSTANTIAL SHAREHOLDERS' INTERESTS

As at 31 December 2022, the interests and short positions of those persons (other than the directors of the Guarantor) in the shares and underlying shares in the Guarantor as recorded in the register required to be kept by the Guarantor under Section 336 of the SFO or as ascertained by the Guarantor after reasonable enquiry were as follows:

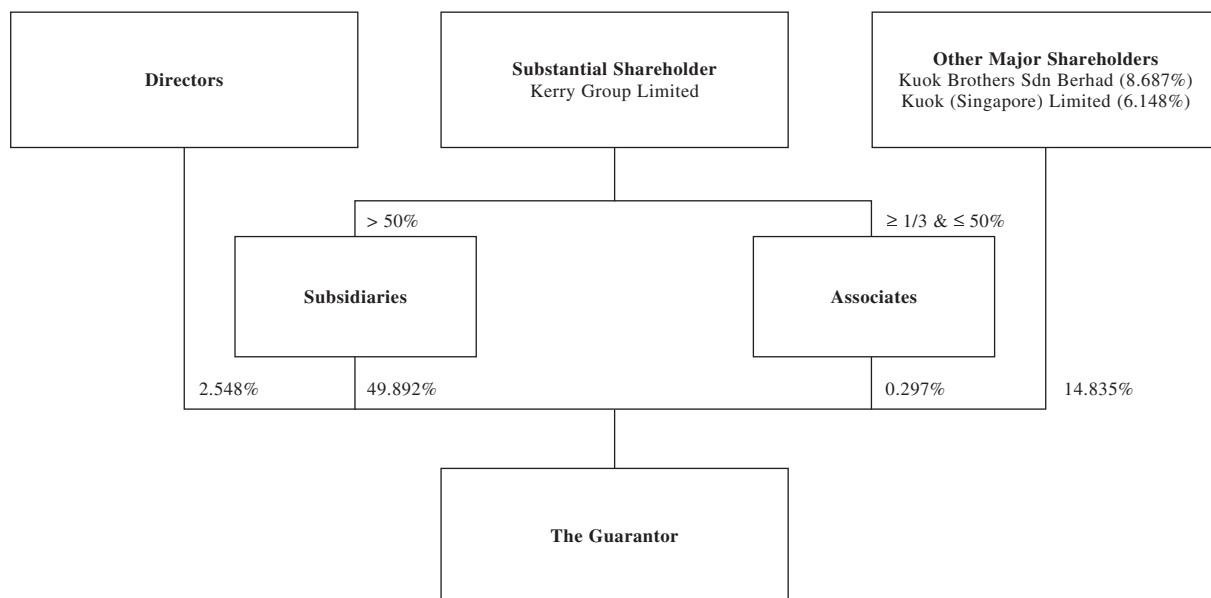
Name	Capacity	Number of ordinary shares held	Approximate% of total issued share of the Guarantor
<b>Substantial shareholders</b>			
Kerry Group Limited (“KGL”) (Note 1) . . . . .	Interest of controlled corporation(s)	1,799,537,010	50.19
Kerry Holdings Limited (“KHL”) (Notes 1 and 2). . .	Beneficial owner	87,237,052	2.43
	Interest of controlled corporation(s)	1,538,441,491	42.91
Caninco Investments Limited (“Caninco”) (Note 2) . .	Beneficial owner	568,568,684	15.86
	Interest of controlled corporation(s)	157,280,233	4.39
Paruni Limited (“Paruni”) (Note 2). . . . .	Beneficial owner	382,904,547	10.68
	Interest of controlled corporation(s)	36,667,449	1.02
<b>Other major shareholders</b>			
Darmex Holdings Limited (“Darmex”) (Note 2) . . . . .	Beneficial owner	267,068,070	7.45
Kuok Brothers Sdn Berhad. . . . .	Beneficial owner	84,441,251	2.36
	Interest of controlled corporation(s)	227,043,761	6.33
Kuok (Singapore) Limited (“KSL”) (Note 3). . . . .	Interest of controlled corporation(s)	220,444,907	6.15
Baylite Company Limited (“Baylite”) (Note 3) . . . . .	Beneficial owner	220,444,907	6.15

<sup>(1)</sup> KHL is a wholly owned subsidiary of KGL and accordingly, the shares in which KHL is shown as interested are also included in the shares in which KGL is shown as interested. The number of shares shown were the holdings as at 31 December 2022 and might be different from the latest public record having been filed by the relevant shareholder(s) before 31 December 2022 as required under SFO.

<sup>(2)</sup> Caninco, Paruni and Darmex are wholly owned subsidiaries of KHL and accordingly, the shares in which Caninco, Paruni and Darmex are shown as interested are also included in the shares in which KHL is shown as interested. The number of shares shown were the holdings as at 31 December 2022 and might be different from the latest public record having been filed by the relevant shareholder(s) before 31 December 2022 as required under SFO.

<sup>(3)</sup> Baylite is a wholly owned subsidiary of KSL and accordingly, the shares in which Baylite is shown as interested are also included in the shares in which KSL is shown as interested.

As at 31 December 2022, the deemed interests of the directors, substantial shareholder and other major shareholders in the Guarantor were as follows:



## DIRECTORS' INTERESTS

As at 31 December 2022, the interests and short positions of the directors of the Guarantor in the shares, underlying shares and debentures in/of the Guarantor and its associated corporations (within the meaning of Part XV of the SFO) (“**Associated Corporations**”) as recorded in the register required to be kept by the Guarantor under Section 352 of the SFO or as otherwise notified to the Guarantor and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers were as follows:

### Long positions in Shares in the Guarantor and Associated Corporations

Name of company	Name of director	Class of shares	Number of shares held				Total	Approximate% of total issued shares in the relevant company
			Personal interests	Family interests	Corporate interests	Other interests		
The Guarantor . . .	KUOK Hui Kwong	Ordinary	930,833 <sup>(1)</sup>	1,038,000 <sup>(2)</sup>	2,000,000 <sup>(3)</sup>	86,251,718 <sup>(4)</sup>	90,220,551	2.516
	CHUA Chee Wui	Ordinary	68,000	-	-	-	68,000	0.002
	LIM Beng Chee	Ordinary	1,058,000	-	-	-	1,058,000	0.030

<sup>(1)</sup> 32,000 shares were held jointly by Ms KUOK Hui Kwong and her spouse.

<sup>(2)</sup> These shares were the deemed interest of Ms KUOK Hui Kwong’s spouse.

<sup>(3)</sup> These shares were held through the company which was owned by Ms KUOK Hui Kwong.

<sup>(4)</sup> These shares were held through discretionary trusts of which Ms KUOK Hui Kwong is a discretionary beneficiary.

## Long positions in underlying Shares in the Guarantor and Associated Corporations

As at 31 December 2022, details and movements of share options granted by the Guarantor under the Guarantor's option scheme adopted by the Guarantor's shareholders on 28 May 2012 were as follows:

Grantees	Date of grant	Held as at 1 Jan 2022	Number of option shares					Held as at 31 Dec 2022	Exercise price per option share  (HK\$)	Exercise period
			Granted during the year ended 31 December 2022	Transferred from other category during the year ended 31 December 2022	Transferred to other category during the year ended 31 December 2022	Exercised during the year ended 31 December 2022	Lapsed during the year ended 31 December 2022			
<b>1. Directors</b>										
LI Kwok Cheung Arthur	23 Aug 2013	100,000	-	-	-	-	-	100,000	12.11	23 Aug 2013 – 22 Aug 2023
<b>2. Employees</b>										
	23 Aug 2013	3,138,000	-	-	-	-	-	3,138,000	12.11	23 Aug 2013 – 22 Aug 2023
<b>3. Other participants</b>										
	23 Aug 2013	3,270,000	-	-	-	-	-	3,270,000	12.11	23 Aug 2013 – 22 Aug 2023
<b>Total</b>		<b>6,508,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,508,000</b>		

<sup>(1)</sup> No options were cancelled during the year ended 31 December 2022.

<sup>(2)</sup> No share options were granted during the year ended 31 December 2022.



## CLEARANCE AND SETTLEMENT

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear, Clearstream, the CMU and CDP (together, the “**Clearing Systems**”) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers and the Guarantor believe to be reliable, but none of the Issuers, the Guarantor, the Trustee, any Agent, any Dealer or the Arranger takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuers, the Guarantor or any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

### THE CLEARING SYSTEMS

The relevant Pricing Supplement will specify the Clearing System(s) applicable for each Series.

### EUROCLEAR AND CLEARSTREAM

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Distributions of amounts payable with respect to book-entry interests in the Notes held through Euroclear or Clearstream will be credited, to the extent received by any paying agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant Clearing System’s rules and procedures.

### CMU

The CMU is a central depository service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service (“**CMU Members**”) of Exchange Fund Bills and Notes Clearing and Settlement Service securities and capital markets instruments (together, “**CMU Instruments**”) which are specified in the reference manual relating to the operation of the CMU issued by the HKMA to CMU Members (the “**CMU Reference Manual**”) as capable of being held within the CMU.

The CMU is only available for CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU is open to all financial institutions regulated by the HKMA, Securities and Futures Commission, Insurance Authority or Mandatory Provident Fund Schemes Authority. For further details on the full range of the CMU’s custodial services, please refer to the CMU Reference Manual.

The CMU has an income distribution service which is a service offered by the CMU to facilitate the distribution of interest, coupon or redemption proceeds (collectively, the “**income proceeds**”) by CMU Members who are paying agents to the legal title holders of CMU Instruments via the CMU system. Furthermore, the CMU has a corporate action platform which allows an issuer (or its agent) to make an announcement/notification of a corporate action and noteholders to submit the relevant certification. For further details, please refer to the CMU Reference Manual.

An investor holding an interest through an account with either Euroclear or Clearstream in any Notes held in the CMU will hold that interest through the respective accounts which Euroclear and Clearstream each have with the CMU.

## **CDP**

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the “**CDP System**”) maintained by CDP. Notes that are to be listed on the SGX-ST may be cleared through CDP. CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a Global Note for persons holding the Notes in securities accounts with CDP (the “**Depositors**”). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. 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 CDP System may only be effected through certain corporate depositors (the “**Depository Agents**”) approved by CDP under the Companies Act, Chapter 50 of Singapore, 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 CDP System must be held in securities sub-accounts with Depository Agents. Depositors holding Notes in direct securities accounts with CDP, and who wish to trade Notes through the CDP System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

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 Issuers, the Guarantor, the Principal Paying Agent in Singapore or any other Agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

## **BOOK-ENTRY OWNERSHIP**

### **Bearer Notes**

The relevant Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. The relevant Issuer may also apply to have Bearer Notes accepted for clearance through, as applicable, the CMU or CDP. In respect of Bearer Notes, a Temporary Bearer Global Note and/or a Permanent Bearer Global Note will be deposited with a common depository for Euroclear and/or Clearstream or a sub-custodian for the HKMA as operator of the CMU or with CDP. Transfers of interests in a Temporary Bearer Global Note or a Permanent Bearer Global Note will be made in accordance with the normal Euromarket debt securities operating procedures of the CMU, CDP, Euroclear and Clearstream.

### **Registered Notes**

The relevant Issuer may make applications to Euroclear and/or for acceptance in their respective book-entry systems in respect of the Notes to be represented by a Registered Global Note. The relevant Issuer may also apply to have Registered Notes to be represented by a Registered Global Note accepted for clearance through the CMU. Each Series of Registered Notes will have an International Securities Identification Number (“**ISIN**”) and a Common Code. Investors in Notes of such Series may hold their interests in a Registered Global Note through Euroclear and/or Clearstream. Registered Global Notes may also be deposited with a sub-custodian for the HKMA as operator of the CMU or CDP, as the case may be.

Transfers of interests in Global Notes within the CMU, CDP, Euroclear and Clearstream will be in accordance with the usual rules and operating procedures of the relevant clearing system. In the case of Registered Global Notes to be cleared through the CMU, CDP, Euroclear or Clearstream, transfers may be made at any time by a holder of an interest in a Global Note in accordance with the relevant rules and regulations of the applicable clearing systems.

The CMU, CDP, Euroclear and Clearstream each have published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of the CMU, CDP, Euroclear and Clearstream. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, the Guarantor, any Agent, the Arranger or any Dealer will be responsible for any performance by the CMU, CDP, Euroclear and Clearstream or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

### ***Definitive Registered Notes***

Registration of title to Registered Global Notes in a name other than a depository or its nominee for Euroclear and Clearstream, the CMU or CDP will be permitted only in the circumstances set forth in “*Summary of Provisions Relating to the Notes while in Global Form – Exchange*”. In such circumstances, the relevant Issuer will cause sufficient individual Definitive Registered Notes to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Note must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Registered Notes.

## TAXATION

*The following summary of certain tax consequences of the purchase, ownership and disposition of the Notes is based upon applicable laws, regulations, rulings and decisions in effect as at the date of this Offering Circular, all of which are subject to change (possibly with retroactive effect). This discussion does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and does not purport to deal with consequences applicable to all categories of investors, some of which may be subject to special rules. Persons considering the purchase of the Notes should consult their own tax advisers concerning the tax consequences of the purchase, ownership and disposition of the Notes. It is emphasised that none of the Issuers, the Guarantor nor any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for purchase, holding or disposal of the Notes.*

*Prospective investors should consult their professional advisers on the possible tax consequences of buying, holding or selling any Notes under the laws of their country of citizenship, residence or domicile.*

### **BERMUDA**

#### **Tax**

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by the Guarantor. The Guarantor has obtained an assurance from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act 1966 that, in the event that any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain or appreciation or any tax in the nature of estate duty or inheritance tax, such tax shall not, until 31 March 2035, be applicable to the Guarantor or to any of our operations or to our shares, debentures or other obligations except insofar as such tax applies to persons ordinarily resident in Bermuda or is payable by the Guarantor in respect of real property owned or leased by the Guarantor in Bermuda.

#### **Stamp Duty**

The Guarantor is exempt from all stamp duties except on transactions involving “**Bermuda property**”. This term relates, essentially, to real and personal property physically situated in Bermuda, including shares in local companies (as opposed to exempted companies).

### **BRITISH VIRGIN ISLANDS**

Howes Capital Limited, as a company incorporated under the BVI Business Companies Act, is exempt from all provisions of the Income Tax Act of the British Virgin Islands (including with respect to all dividends, interests, rents, royalties, compensation and other amounts payable by Howes Capital Limited to persons who are not persons resident in the British Virgin Islands).

Capital gains realised with respect to any shares, debt obligations or other securities of Howes Capital Limited by persons who are not persons resident in the British Virgin Islands are also exempt from all provisions of the Income Tax Act of the British Virgin Islands.

No estate, inheritance, succession or gift tax, rate, duty, levy or other charge is payable by persons who are not persons resident in the British Virgin Islands with respect to any shares, debt obligations or other securities of Howes Capital Limited.

## HONG KONG

### Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising from the sale of the Notes.

### Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Interest on the Notes may be deemed to be profits arising in or derived from Hong Kong from a trade, profession or business carried on in Hong Kong in the following circumstances:

- (a) interest on the Notes is derived from Hong Kong and is received by or accrues to a corporation carrying on a trade, profession or business in Hong Kong;
- (b) interest on the Notes is derived from Hong Kong and is received by or accrues to a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business;
- (c) interest on the Notes is received by or accrues to a financial institution (as defined in the Inland Revenue Ordinance (Cap. 112) of Hong Kong (the “**IRO**”)) and arises through or from the carrying on by the financial institution of its business in Hong Kong; or
- (d) interest on the Notes is received by or accrues to a corporation, other than a financial institution, and arises through or from the carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of section 16(3) of the IRO).

Sums received by or accrued to a financial institution by way of gains or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal or redemption of Notes will be subject to Hong Kong profits tax. Sums received by or accrued to a corporation, other than a financial institution, by way of gains or profits arising through or from the carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of section 16(3) of the IRO) from the sale, disposal or other redemption of Notes will be subject to Hong Kong profits tax.

Sums derived from the sale, disposal or redemption of Notes will be subject to Hong Kong profits tax where received by or accrued to a person, other than a financial institution, who carries on a trade, profession or business in Hong Kong and the sum has a Hong Kong source unless otherwise exempted. The source of such sums will generally be determined by having regard to the manner in which the Notes are acquired and disposed of.

In addition, the Inland Revenue (Amendment) (Taxation on Specified Foreign-sourced Income) Ordinance 2022 (Cap. 112) of Hong Kong (the “**Amendment Ordinance**”) came into effect on 1 January 2023. Under the Amendment Ordinance, certain foreign-sourced interest on the Notes and gains from the sale, disposal or redemption of Notes accrued to an MNE entity (as defined in the Amendment Ordinance) carrying on a trade, profession or business in Hong Kong are regarded as arising in or derived from Hong Kong and subject to Hong Kong profits tax when they are received in Hong Kong. The Amendment Ordinance also provides for relief against double taxation in respect of certain foreign-sourced income and transitional matters.

In certain circumstances, Hong Kong profits tax exemptions (such as concessionary tax rates) may be available. Investors are advised to consult their own tax advisors to ascertain the applicability of any exemptions to their individual position.

### **Stamp Duty**

Stamp duty will not be payable on the issue of Bearer Notes provided that either:

- (a) such Bearer Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (b) such Bearer Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong (the “**SDO**”)).

If stamp duty is payable, it is payable by the relevant Issuer on the issue of Bearer Notes at a rate of 3 per cent. of the market value of the Bearer Notes at the time of issue. No stamp duty will be payable on any subsequent transfer of Bearer Notes.

No stamp duty is payable on the issue of Registered Notes. Stamp duty may be payable on any transfer of Registered Notes if the relevant transfer is required to be registered in Hong Kong. Stamp duty will, however, not be payable on any transfer of Registered Notes provided that either:

- (a) such Registered Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (b) such Registered Notes constitute loan capital (as defined in the SDO).

With effect from 1 August 2021, if stamp duty is payable in respect of the transfer of Registered Notes it will be payable at the rate of 0.26 per cent. (of which 0.13 per cent. is payable by the seller and 0.13 per cent. is payable by the purchaser) normally by reference to the consideration or its value, whichever is higher. In addition, stamp duty is payable at the fixed rate of HK\$5 on each instrument of transfer executed in relation to any transfer of the Registered Notes if the relevant transfer is required to be registered in Hong Kong.

## SINGAPORE

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore (“IRAS”) and the Monetary Authority of Singapore (“MAS”) in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the 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 dealing in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Holders or prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership 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 Issuers, the Guarantor, the Arranger, the Dealers nor any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the acquisition, ownership or disposal of the Notes.*

### **Interest and Other Payments**

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

- (c) 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
- (d) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals or a Hindu joint family) is currently 17.0 per cent. prior to the year of assessment 2024, and 24.0 per cent. thereafter. The applicable rate for non-resident individuals or a Hindu joint family is 22.0 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent

establishment in Singapore of that person, the payment is subject to a final withholding tax of 15.0 per cent. The rate of 15.0 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

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

### **Qualifying Debt Securities Scheme**

As the Programme as a whole was arranged solely by DBS Bank Ltd., which is a Financial Sector Incentive (Standard Tier) Company (as defined in the ITA) and Financial Sector Incentive (Capital Market) Company (as defined in the ITA), who is also a Specified Licensed Entity, any tranche of the Notes (“**Relevant Notes**”) issued as debt securities under the Programme during the period from the date of this Offering Circular to 31 December 2028 would be, pursuant to the ITA, qualifying debt securities (“**QDS**”) for the purposes of the ITA, to which the following treatment shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the relevant Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require, and the inclusion by the relevant Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using the funds and profits of such person’s operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “**Qualifying Income**”) from the Relevant Notes derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person’s operation through a permanent establishment in Singapore, are exempt from Singapore tax;



- (b) subject to certain prescribed conditions having been fulfilled (including the furnishing by the relevant Issuer, or such other person as the MAS may direct, to MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes paid by the relevant Issuer and derived by any company or body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10.0 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (c) subject to:
  - (i) the relevant Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and
  - (ii) the furnishing by the Issuer, or such other person as the MAS may direct, to MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

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

Notwithstanding the foregoing:

- (a) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50.0 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the relevant Issuer, such Relevant Notes would not qualify as QDS; and
- (b) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50.0 per cent. or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the relevant Issuer, Qualifying Income derived from such Relevant Notes held by:
  - (i) any related party of the relevant Issuer; or
  - (ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the relevant Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The term “**Specified Licensed Entity**” means:

- (a) any bank or merchant bank licensed under the Banking Act 1970 of Singapore;
- (b) any finance company licensed under the Finance Companies Act 1967 of Singapore; or
- (c) an entity that holds a Capital Markets Services Licence under the Securities and Futures Act 2001 to carry out regulated activities – Advising on Corporate Finance or Dealing in Capital Markets Products – Securities.

The terms “**prepayment fee**”, “**redemption premium**” and “**break cost**” are defined in the ITA as follows:

“**prepayment fee**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities;

“**redemption premium**”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity; and

“**break cost**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption.

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

All foreign-sourced income received in Singapore on or after 1 January 2004 by Singapore tax-resident individuals will be exempt from income tax, provided such foreign-sourced income is not received through a partnership in Singapore.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) is derived from the Relevant Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Relevant Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax is required to include such income in a return of income made under the ITA.

### **Capital Gains**

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

Holders of the Notes who apply or who are required to apply Financial Reporting Standard (“FRS”) 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 (“SFRS(I) 9”) (as the case may be), for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39 or FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on “*Adoption of FRS 39 and FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes*”.

### **Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes**

Section 34A of the ITA provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of the Notes who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

### **Estate Duty**

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

### **FATCA WITHHOLDING**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986 (as amended, the “**Internal Revenue Code**”), commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuers may be a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) 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 these rules to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the 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 the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under Condition 17) 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. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUERS, THE NOTES AND THE NOTEHOLDERS, IS UNCERTAIN AT THIS TIME, EACH NOTEHOLDER SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT EACH NOTEHOLDER IN ITS PARTICULAR CIRCUMSTANCE.

## PRC CURRENCY CONTROLS

*The following is a general description of certain currency controls in the PRC and is based on the law and relevant interpretations thereof in effect as at the date of this Offering Circular, all of which are subject to change, and does not constitute legal advice. It does not purport to be a complete analysis of all applicable currency controls in the PRC relating to the Notes. Prospective holders of Notes who are in any doubt as to PRC currency controls are advised to consult their own professional advisers.*

### **Remittance of Renminbi into and out of the PRC**

Renminbi is not a freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to controls imposed under PRC law.

### **Current Account Items**

Under PRC foreign exchange control regulations, current account items refer to any transaction for international receipts and payments involving goods, services, earnings and other frequent transfers.

Prior to July 2009, all current account items were required to be settled in foreign currencies with limited exceptions. Following progressive reforms, Renminbi settlement of imports and exports of goods and of services and other current account items became permissible nationwide in 2012.

Since July 2013, the procedures for cross-border Renminbi trade settlement under current account items have been simplified and trades through e-commerce can also be settled under in Renminbi under the current regulatory regime. A cash pooling arrangement for qualified multinational enterprise group companies was introduced in late 2014, under which a multinational enterprise group can process cross-border Renminbi payments and receipts for current account items on a collective basis for eligible member companies in the group. In addition, the eligibility requirements for multinational enterprise groups have been lowered and the cap for net cash inflow has been increased in September 2015.

The regulations referred to above are subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying these regulations and impose conditions for settlement of current account items. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the use of Renminbi for payment of transactions categorised as current account items, then such settlement will need to be made subject to the specific requirements or restrictions set out in such rules.

### **Capital Account Items**

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of, and/or registration or filing with, the relevant PRC authorities.

Until recently, settlement of capital account items, for example, the capital contribution of foreign investors to foreign invested enterprises in the PRC, were generally required to be made in foreign currencies. Under progressive reforms, foreign enterprises are now permitted use Renminbi to settle all capital account items that can be settled in foreign currencies. Cross-border Renminbi payment infrastructure and trading facilities are being improved. Approval, registration and filing requirements specifically for capital account payments in Renminbi are being removed gradually.

PRC entities are also permitted to borrow Renminbi-denominated loans from foreign lenders (which are referred to as “**foreign debt**”) and lend Renminbi-denominated loans to foreign borrowers (which are referred to as “**outbound loans**”), as long as such PRC entities have the necessary quota, approval or registration. PRC entities may also denominate security or guarantee arrangements in Renminbi and make Renminbi payments thereunder to parties in the PRC as well as other jurisdictions (which is referred to as “**cross-border security**”). Under current rules promulgated by the State Administration of Foreign Exchange of the PRC (“**SAFE**”) and PBoC, foreign debts borrowed, outbound loans extended, and the cross-border security provided by a PRC onshore entity (including a financial institution) in Renminbi shall, in principle, be regulated under the current PRC foreign debt, outbound loan and cross-border security regimes applicable to foreign currencies. After piloting in the free trade zones, PBoC and SAFE launched a nation-wide system of macro-prudential management on cross-border financing in 2016, which provides for a unified regime for financings denominated in both foreign currencies and Renminbi.

Since September 2015, qualified multinational enterprise groups can extend Renminbi-denominated loans to, or borrow Renminbi-denominated loans from, eligible offshore member entities within the same group by leveraging the cash pooling arrangements. The Renminbi funds will be placed in a special deposit account and may not be used to invest in stocks, financial derivatives, or non-self-use real estate assets, or purchase wealth management products or extend loans to enterprises outside the group.

The securities markets, specifically the Renminbi Qualified Foreign Institutional Investor (“**RQFII**”) regime and the China Interbank Bond Market (“**CIBM**”), have been further liberalised for foreign investors. PBoC has relaxed the quota control for RQFII, and has also expanded the list of eligible foreign investors in CIBM, removed quota restriction, and granted more flexibility for the settlement agents to provide the relevant institutions with more trading facilities (for example, in relation to derivatives for hedging foreign exchange risk).

Interbank foreign exchange market is also opening-up. In January 2016, CFETS set forth qualifications, application materials and procedure for foreign participating banks (which needs to have a relatively large scale of Renminbi purchase and sale business and international influence) to access the inter-bank foreign exchange market.

Recent reforms introduced were aimed at controlling the remittance of Renminbi for payment of transactions categorised as capital account items. There is no assurance that the PRC Government will continue to gradually liberalise the control over Renminbi payments of capital account item transactions in the future. The relevant regulations are relatively new and will be subject to interpretation and application by the relevant PRC authorities. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

## SUBSCRIPTION AND SALE

### SUMMARY OF PROGRAMME AGREEMENT

The Dealers have, in an amended and restated programme agreement dated 23 June 2023 as amended and/or supplemented from time to time (the “**Programme Agreement**”), agreed with the Issuers and the Guarantor a basis on which they or any of them may from time to time agree to purchase Notes. Under the terms of the Programme Agreement, the relevant Issuer (failing which, the Guarantor) will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The relevant Issuer (failing which, the Guarantor) have agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment of the Programme and any future update of the Programme and the Dealer for certain of their activities in connection with the Programme. The Issuers (failing which the Guarantor has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the relevant Issuer.

### **SFC Code of Conduct – Important Notice to CMIs (including private banks) pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct**

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuers, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuers, the Guarantor, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuers, the Guarantor or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Offering Circular and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place “X-orders” into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMI (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuers or the Guarantor. In addition, CMI (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMI is informed that a private bank rebate may be payable as stated above and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Notes, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the relevant affiliated Manager(s) (if any) to categorise it as a proprietary order and apply the “proprietary orders” requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any “Associations” (as used in the SFC Code);
- Whether any underlying investor order is a “Proprietary Order” (as used in the SFC Code);
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus order should be sent to: the Managers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuers, the Guarantor, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering.



The relevant Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMI's (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMI's (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

## **SELLING RESTRICTIONS**

### **United States**

The Notes and the Guarantee 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 certain transactions exempt from the registration requirements of the Securities Act.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has offered and sold any Notes, and will offer and sell any Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, as determined and certified as provided below, only in accordance with Rule 903 of Regulation S.

Each Dealer who has subscribed for Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall, and each further Dealer appointed under the Programme will be required to, determine and certify to the Principal Paying Agent the completion of the distribution of the Notes of such Tranche. On the basis of such notification or notifications, the Principal Paying Agent has agreed to notify such Dealer/Lead Manager of the end of the distribution compliance period with respect to such Tranche. Each Dealer also agreed that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (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 (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

Terms used in above have the meanings given to them by Regulation S.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

In addition, in respect of Bearer Notes where TEFRA D is specified in the applicable Pricing Supplement:

- (a) except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules for the purposes of Section 4701 of the Internal Revenue Code) (the “**TEFRA D Rules**”), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, (i) that it has not offered or sold, and warranted and agrees that during the 40-day restricted period it will not offer or sell, Bearer Notes to a person who is within the United States or its possessions or to a United States person, and (ii) that it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Bearer Notes that are sold during the restricted period;
- (b) each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (c) if it is a United States person, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it is acquiring Bearer Notes for purposes of resale in connection with their original issuance and if it retains Bearer Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5I(2)(i)(D)(6) (or any successor rules for the purposes of Section 4701 of the Internal Revenue Code); and
- (d) with respect to each affiliate of such Dealer that acquires the Bearer Notes from such Dealer for the purpose of offering or selling such Notes during the restricted period, such Dealer either (i) repeats and confirms the representations and agreements contained in paragraphs (a), (b) and (c) above on such affiliate’s behalf or (ii) agrees that it will obtain from such affiliate for the benefit of the relevant Issuer the representations and agreements contained in paragraphs (a), (b) and (c) above.

Terms used in paragraphs (a), (b), (c) and (d) above have the meanings given to them by the Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

- (a) In respect of Bearer Notes where TEFRA C is specified in the applicable Pricing Supplement, such Bearer Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance by an issuer that (directly or indirectly through its agents) does not significantly engage in interstate commerce with respect to the issuance. Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, such Bearer Notes within the United States or its possessions in connection with their original issuance.
- (b) Further, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, in connection with the original issuance of such Bearer Notes that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of such Bearer Notes.

Terms used in this paragraph (a) and (b) above have the meanings given to them by the Internal Revenue Code and regulations thereunder, including U.S. Reg § 1.163-5(c)(2)(i)(C).

Each issue of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement. The relevant Dealer agrees that it shall offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

## **European Economic Area**

### *Prohibition of Sales to EEA Retail Investors*

Unless the applicable Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### *Public Offer Selling Restriction under the Prospectus Regulation*

If the applicable Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to the public in that Member State, except that it may make an offer of such Notes to the public in that Member State:

- (a) If the applicable Pricing Supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the applicable Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or applicable Pricing Supplement, as applicable and the relevant Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

## **United Kingdom**

### *Prohibition of Sales to UK Retail Investors*

Unless the applicable Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of EUWA; or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

*Public Offer Selling Restriction under the UK Prospectus Regulation*

If the applicable Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to the public in the United Kingdom, except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) if the applicable Pricing Supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a “**Public Offer**”), following the date of publication of a prospectus in relation to such Notes which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by the applicable Pricing Supplement contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or applicable Pricing Supplement, as applicable and the relevant Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Article 2 of the UK Prospectus Regulation in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### *Other Regulatory Restrictions in the United Kingdom*

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

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

### **Hong Kong**

In relation to each Tranche of Notes, each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

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

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “FIEA”) and each Dealer has warranted, represented and agreed and each further Dealer appointed under the Programme will be required to warrant, represent and agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan.

## **The People’s Republic of China**

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that the offer of the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC or Taiwan), except as conducted pursuant to the applicable securities laws of the PRC.

## **Singapore**

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that this Offering Circular has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

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

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

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

### **Bermuda**

No offer or invitation whether directly or indirectly has been made or will be made to the public or any person in Bermuda to subscribe for the Notes.

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold, and will not offer or sell, any Notes to the public or any person in Bermuda and will procure that any purchaser of the Notes from the each Dealer will comply with such prescription.

### **British Virgin Islands**

No offer or invitation whether directly or indirectly has been made or will be made to the public or any person in the British Virgin Islands to subscribe for the Notes.

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold, and will not offer or sell, any Notes to the public or any person in the British Virgin Islands and will procure that any purchaser of the Notes from each Dealer will comply with such prescription.

### **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and any applicable Pricing Supplement and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the relevant Issuer, the Guarantor, the Trustee and any other Dealer shall have any responsibility therefor.



None of the relevant Issuer, the Guarantor, the Trustee and the relevant Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the relevant Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

The Dealers and certain of their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. In connection with each Tranche of Notes issued under the Programme, the Dealers or certain of their affiliates may purchase Notes and be allocated Notes for asset management and/or proprietary purposes but not with a view to distribution. Further, any of the Dealers or their respective affiliates may purchase Notes for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to such Notes and/or other securities of the Issuers, the Guarantor or their respective subsidiaries or affiliates at the same time as the offer and sale of each Tranche of Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Tranche of Notes to which a particular Pricing Supplement relates (notwithstanding that such selected counterparties may also be purchasers of such Tranche of Notes).

Each of the Dealers and its affiliates may also have performed certain investment banking and advisory services for the Issuers, the Guarantor and/or their respective affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuers, the Guarantors and/or their respective affiliates in the ordinary course of their business and receive fees for so acting. In addition to the transactions noted above, each Dealer and its affiliates may engage in other transactions with, and perform services for, the Issuers, the Guarantor or their affiliates in the ordinary course of their business. While each Dealer and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a Dealer or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. Each Dealer may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes. In addition, certain of the Dealers or certain of their affiliates are lenders under financing agreements with members of the Group.

The Dealers and/or their respective affiliates which are lenders and/or agents under the financing arrangements or other existing debt instruments of the Group routinely hedge their credit exposure to the Group consistent with their customary risk management policies. Typically, the Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Group's securities, including potentially the Notes. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes.

## GENERAL INFORMATION

1. The update of the Programme was duly authorised by a resolution of the Board of Directors of HCL passed on 16 June 2023, resolutions of the Board of Directors of SHL passed on 19 October 2018, 31 May 2019, 20 December 2021 and 17 October 2022, and a resolution of the Board of Directors of STPL passed on 16 June 2023. The giving of the Guarantee was authorised by a resolution of the Board of Directors of the Guarantor on 16 June 2023.
2. Save as disclosed in this Offering Circular, there has been no material adverse change in the financial or trading position of the Guarantor or of the Group since 31 December 2022.
3. Save as disclosed in this Offering Circular, none of the Issuers, the Guarantor or any subsidiary of the Guarantor is involved in any litigation or arbitration proceedings which may have, or have had during the 12 months preceding the date of this Offering Circular, a material adverse effect on the financial position of the Issuers, the Guarantor or the Group nor is the Issuers or the Guarantor aware that any such proceedings are pending or threatened.
4. Each Bearer Note which has an original maturity of more than 365 days, and each Receipt, Coupon and Talon relating to such a Note will bear the following legend: “Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code”.
5. Approval in-principle has been granted for the listing and quotation of Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List.
6. Admission to the Official List and any quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuers, the Guarantor, the Programme or the Notes. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuers shall appoint and maintain a paying agent in Singapore, where such Notes may be presented or surrendered for payment or redemption, in the event that any of the Global Notes representing such Notes is exchanged for definitive Notes. In addition, in the event that any of the Global Notes is exchanged for definitive Notes, for so long as such Notes are listed on the SGX-ST, an announcement of such exchange will be made by or on behalf of the Issuers through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.
7. For so long as Notes may be issued pursuant to this Offering Circular, the following documents will be available, at all reasonable times during normal business hours on any weekday (Saturdays and public holidays excepted), for inspection from the specified offices of the Issuers:
  - (i) the constitutional documents of the Issuers and the Guarantor;
  - (ii) the audited consolidated financial statements of the Guarantor in respect of the financial year ended 31 December 2022;

- (iii) the most recently published audited annual consolidated financial statements of the Guarantor and the most recently published unaudited interim consolidated financial statements of the Guarantor (if any) from time to time; and
  - (iv) a copy of this Offering Circular together with any future offering circulars, prospectuses, information memoranda and supplements to this Offering Circular and any other documents incorporated herein or therein by reference.
8. For so long as Notes may be issued pursuant to this Offering Circular, the following documents will be available, at all reasonable times during normal business hours on any weekday (Saturdays and public holidays excepted), for inspection from the specified office of the Principal Paying Agent:
- (i) the Agency Agreement (which includes the form of the Global Notes, the definitive Notes, the Coupons, the Receipts and the Talons);
  - (ii) the Trust Deed; and
  - (iii) any Pricing Supplements (save that a Pricing Supplement relating to an unlisted Series of Notes will only be available for inspection by a holder of any such Notes and such holder must produce evidence satisfactory to the relevant Issuer, the Guarantor or the relevant Paying Agent as to its holding of Notes and identity).
9. The relevant common code and ISIN for each Tranche of Notes allocated by CDP, Euroclear and Clearstream will be specified in the applicable Pricing Supplement. The Issuers may also apply to have Notes accepted for clearance through the CMU. The relevant CMU Instrument Number will be specified in the applicable Pricing Supplement. If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be specified in the applicable Pricing Supplement.
10. The Legal Entity Identifier (“LEI”) code of HCL is 254900PH2Z9DZGW40102, the LEI code of SHL is 254900YGB17P2RB1TT59 and the LEI code of STPL is 254900QIPTR55S72M438.
11. The audited consolidated financial statements of the Guarantor as at and for the year ended 31 December 2022 have been audited by PricewaterhouseCoopers, Certified Public Accountants, Hong Kong. The audited consolidated financial statements have not been specifically prepared for incorporation by reference in this Offering Circular.
12. The Trust Deed provides that the Trustee may rely on certificates or reports from the Auditors (as defined in the Trust Deed) or any other person in accordance with the provisions of the Trust Deed as sufficient evidence of the facts stated therein whether or not called for by or addressed to the Trustee and whether or not any such certificate or report or engagement letter or other document entered into by the Trustee and the Auditors or such other person in connection therewith contains a monetary or other limit on the liability of the Auditors or such other person. However, the Trustee will have no recourse to the Auditors or such other person in respect of such certificates or reports unless the Auditors or such other person have agreed to address such certificates or reports to the Trustee.

## ISSUERS

### **Shangri-La Hotel Limited**

22 Orange Grove Road  
Shangri-La Singapore  
Singapore 258350

### **Howes Capital Limited**

Vistra Corporate Services Centre  
Wickhams Cay II  
Road Town, Tortola VG1110  
British Virgin Islands

### **Shangri-La Treasury Pte. Ltd.**

1 Kim Seng Promenade  
#07-01 Great World City  
Singapore 237994

## GUARANTOR

### **Shangri-La Asia Limited**

*Registered Office in Bermuda*

Victoria Place, 5th Floor  
31 Victoria Street  
Hamilton HM10  
Bermuda

*Principal Place of Business in Hong Kong*

28/F., Kerry Centre  
683 King's Road  
Quarry Bay  
Hong Kong

## ARRANGER

### **DBS Bank Ltd.**

12 Marina Boulevard  
Level 42, Marina Bay Financial Centre Tower 3  
Singapore 018982

## DEALERS

### **DBS Bank Ltd.**

12 Marina Boulevard  
Level 42, Marina Bay  
Financial Centre Tower 3  
Singapore 018982

### **Oversea-Chinese Banking Corporation Limited**

63 Chulia Street  
#03-05 OCBC Centre East  
Singapore 049514

### **United Overseas Bank Limited**

80 Raffles Place  
#03-01 UOB Plaza 1  
Singapore 048624

## TRUSTEE

### **The Bank of New York Mellon, London Branch**

160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom

### **PRINCIPAL PAYING AGENT AND CALCULATION AGENT IN RESPECT OF NOTES CLEARED THROUGH EUROCLEAR AND/OR CLEARSTREAM**

### **The Bank of New York Mellon,**

**London Branch**  
160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom

### **REGISTRAR AND TRANSFER AGENT IN RESPECT OF NOTES CLEARED THROUGH EUROCLEAR AND/OR CLEARSTREAM**

### **The Bank of New York Mellon SA/NV,**

**Luxembourg Branch**  
Vertigo Building  
Polaris – 2-4 rue Eugene Ruppert  
L-2453 Luxembourg

**CMU LODGING AND PAYING AGENT,  
REGISTRAR, TRANSFER AGENT AND  
CALCULATION AGENT IN RESPECT OF  
NOTES CLEARED THROUGH CMU**

**The Bank of New York Mellon,  
Hong Kong Branch**  
Level 26, Three Pacific Place  
1 Queen's Road East  
Hong Kong

**CDP PAYING AGENT, REGISTRAR,  
TRANSFER AGENT AND  
CALCULATION AGENT IN RESPECT OF  
NOTES CLEARED THROUGH CDP**

**The Bank of New York Mellon,  
Singapore Branch**  
One Temasek Avenue  
#02-01 Millenia Tower  
Singapore 039192

**AUDITOR**

**PricewaterhouseCoopers**  
*Certified Public Accountants*  
*Registered Public Interest Entity Auditor*  
22/F  
Prince's Building  
Central  
Hong Kong SAR

**LEGAL ADVISERS**

*To the Guarantor as to Bermuda law*

**Conyers Dill & Pearman**  
29th Floor, One Exchange Square  
8 Connaught Place  
Central  
Hong Kong

*To the Issuers and the Guarantor as to English law*

**Clifford Chance**  
27th Floor, Jardine House  
One Connaught Place  
Central  
Hong Kong

*To the Issuers as to British Virgin Islands law*

**Conyers Dill & Pearman**  
29th Floor, One Exchange Square  
8 Connaught Place  
Central  
Hong Kong

*To the Issuers as to Singapore law*

**Clifford Chance Pte. Ltd.**  
12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

*To the Arranger and Dealers and to the Trustee as to English law*

**Linklaters**  
11th Floor, Alexandra House  
Chater Road  
Central  
Hong Kong