IMPORTANT NOTICE

NOT FOR DISTRIBUTION IN THE UNITED STATES OR TO U.S. PERSONS

IMPORTANT: You must read the following disclaimer before continuing.

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

Confirmation of Your Representation: In order to be eligible to view the attached information memorandum or make an investment decision with respect to the securities, investors must not be a U.S. person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")). The attached information memorandum is being sent at your request and by accepting the e-mail and accessing the attached information memorandum, you shall be deemed to have represented to us (1) that you are not in the United States or a U.S. Person, as defined in Regulation S under the Securities Act nor are you acting on behalf of a U.S. Person, the electronic mail address that you gave us and to which this email has been delivered is not located in the U.S. and, to the extent that you purchase the securities described in the attached information memorandum, you will be doing so pursuant to Regulation S under the Securities Act, and (2) that you consent to delivery of the attached information memorandum and any amendments or supplements thereto by electronic transmission. By accepting this e-mail and accessing the attached information memorandum, if you are an investor in Singapore, you (A) represent and warrant that you are either an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the "**SFA**")) for purposes of Section 274 of the SFA, a relevant person (as defined in Section 275(2) of the SFA) for purposes of Section 275(1) of the SFA, or a person who acquires securities pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 and (B) agree to be bound by the limitations and restrictions described therein. Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The attached document has been made available to you in electronic form. You are reminded that documents or information transmitted via this medium may be altered or changed during the process of transmission and consequently none of GLL IHT Pte. Ltd., GuocoLand Limited, DBS Bank Ltd., Standard Chartered Bank (Singapore) Limited, any other Dealer(s) or any person who controls any of them nor any of their respective directors, officers, employees, representatives or affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version.

Restrictions: The attached document is being furnished in connection with an offering of securities exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described therein.

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 SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of GLL IHT Pte. Ltd., GuocoLand Limited, DBS Bank Ltd., Standard Chartered Bank (Singapore) Limited or any other Dealer(s) to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute directed selling efforts (as defined in Regulation S under the Securities Act).

The attached information memorandum or any materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the dealers or any affiliate of the dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the dealers or such affiliate on behalf of GLL IHT Pte. Ltd. in such jurisdiction. The attached information memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply.

You are reminded that you have accessed the attached information memorandum on the basis that you are a person into whose possession this information memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located, and you may not nor are you authorised to deliver this document, electronically or otherwise, to any other person. **If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.**

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

YOU ARE NOT AUTHORISED AND YOU MAY NOT FORWARD OR DELIVER THE ATTACHED INFORMATION MEMORANDUM, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH INFORMATION MEMORANDUM IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT AND THE ATTACHED INFORMATION MEMORANDUM IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are responsible for protecting against viruses and other destructive items. If you receive this document by e-mail, 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.

GLL IHT PTE. LTD.

(Incorporated in the Republic of Singapore on 24 February 1987)
(UEN/Company Registration No. 198700473D)

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

Unconditionally and irrevocably guaranteed by

GuocoLand Limited

(Incorporated in the Republic of Singapore on 31 March 1976)
(UEN/Company Registration No. 197600660W)

*On 23 April 2008, GLL IHT Pte. Ltd. (the "**Issuer**") established a Multicurrency Medium Term Note Programme (as amended and supplemented from time to time, the "**Programme**") and issued an information memorandum in relation to the Programme. This Information Memorandum supersedes all previous information memoranda and any supplements thereto. Any Securities (as defined below) issued under the Programme on or after the date of this Information Memorandum is issued subject to the provisions described herein. The provisions described herein do not affect any Securities issued under the Programme prior to the date of this Information Memorandum.*

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for the subscription or purchase, of notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**") to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (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 to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

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

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

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;

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

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

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

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the "**SFA**" is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

All sums payable in respect of the Securities are unconditionally and irrevocably guaranteed by GuocoLand Limited (the "**Guarantor**").

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and the listing and quotation of any Securities which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Securities have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Approval in principle from, admission to the Official List of and the listing and quotation of any Securities on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantor, their respective subsidiaries (if any), their respective associated companies (if any), the Programme or such Securities.

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

Arrangers

DBS

standard chartered

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NOTICE

DBS Bank Ltd. and Standard Chartered Bank (Singapore) Limited (as transferee of the Commercial Banking, Corporate & Institutional Banking and Private Banking Businesses of Standard Chartered Bank Singapore Branch) and in connection therewith, the rights and obligations of the latter under the Programme Agreement (together, the "**Arrangers**") have been appointed by GLL IHT Pte. Ltd. (the "**Issuer**") as arrangers of the S$3,000,000,000 Multicurrency Medium Term Note Programme (the "**Programme**") described herein. Under the Programme, the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**") denominated in Singapore Dollars (as defined herein) and/or any other currencies. The payment of all amounts payable in respect of the Securities will be unconditionally and irrevocably guaranteed by GuocoLand Limited (the "**Guarantor**").

This Information Memorandum contains information with regard to the Issuer, the Guarantor, their respective subsidiaries (if any), the Securities and the Guarantee (as defined herein). Each of the Issuer and the Guarantor, having made all reasonable enquiries, confirms that this Information Memorandum contains all information with respect to the Issuer, the Guarantor, the Group, the Securities and the Guarantee which is material in the context of the Programme and the issue and offering of the Securities and the giving of the Guarantee, that the information contained herein is true and accurate in all material respects, that the opinions, expectations and intentions expressed in this Information Memorandum have been carefully considered, and that there are no other material facts the omission of which in the context of the Programme, the issue and offering of the Securities and the giving of the Guarantee would make any such information or expressions of opinion, expectation or intention misleading in any material respect. Where information not relating to the Issuer, the Guarantor and/or the Group (as defined herein) is extracted from published or otherwise publicly available sources, the sole responsibility of each of the Issuer and the Guarantor has been to ensure that such information has been accurately and correctly extracted from these sources.

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

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

The maximum aggregate principal amount of the Securities to be issued, when added to the aggregate principal amount of all Securities outstanding (as defined in the Trust Deed referred to below) shall be S$3,000,000,000 (or its equivalent in any other currencies) or such increased amount in accordance with the terms of the Programme Agreement (as defined herein). On 15 September 2011, the maximum aggregate principal amount of all Notes which may be issued from time to time pursuant to the Programme and which remain outstanding was increased from S$800,000,000 to S$1,500,000,000. On 8 March 2013, the maximum aggregate principal amount of all Securities which may be issued from time to time pursuant to the Programme and which remain outstanding was increased from S$1,500,000,000 to S$3,000,000,000.

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

The Securities and the Guarantee have not been and will not be registered under the Securities Act (as defined herein) or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Securities may include Bearer Securities that are subject to U.S. tax law requirements. Subject to certain exceptions, the Securities may not be offered or sold or, in the case of Bearer Securities, delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")).

The Securities are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. For a description of these and certain further restrictions on offers, sales and transfers of the Securities and distribution of this Information Memorandum see the section "Subscription, Purchase and Distribution" below.

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

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

Neither the issue nor delivery of this Information Memorandum (or any part thereof) nor the issue, offering, purchase, subscription for or sale of the Securities shall, under any circumstances, constitute a representation, or give rise to any implication, that there has been no change in the business, financial position, prospects, results of operations or general affairs of the Issuer, the Guarantor or any of their respective subsidiaries (if any) or associated companies (if any), the Group's Performance (as defined herein) or in the information herein since the date hereof or the date on which this Information Memorandum has been most recently amended or supplemented. Nothing herein is or may be relied upon as, a promise or representation of the Issuer's, the Guarantor's and/or the Group's future performance or policies.

None of the Arrangers, the Dealers or the Trustee has separately verified the information contained in this Information Memorandum. None of the Arrangers, the Dealers, the Trustee or any of their respective officers or employees is making any representation or warranty expressed or implied as to the merits of the Securities or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of the Issuer, the Guarantor or their respective subsidiaries (if any) or associated companies (if any). Further, none of the Arrangers or the Dealers makes any representation or warranty as to the Issuer, the Guarantor, their respective subsidiaries (if any) or associated companies (if any) or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and in the documents which are incorporated by reference in, and form part of, this Information Memorandum.

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

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

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

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Information Memorandum: (1) any annual reports, audited consolidated accounts or publicly announced financial results of the Guarantor and its subsidiaries (if any) and associated companies (if any), (2) any supplement or amendment to this Information Memorandum issued by the Issuer and (3) any announcements made by the Guarantor on the SGX-ST. This Information Memorandum is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any series or tranche of Securities, any Pricing Supplement in respect of such series or tranche. Any statement contained in this Information Memorandum or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in this Information Memorandum or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum. Copies of all documents deemed incorporated by reference herein are available for inspection during usual office hours at the specified office of the CDP Issuing and Paying Agent (as defined herein). Copies of the documents listed in (1) above which are deemed to be incorporated by reference in this Information Memorandum may be obtained at the SGX-ST's website at www.sgx.com.

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

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

The distribution of this Information Memorandum and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Issuer, the Guarantor, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions. The attention of recipients of this Information Memorandum is drawn to the restrictions on resale of the Securities and the distribution of this Information Memorandum set out under "Subscription, Purchase and Distribution" on page 184 of this Information Memorandum.

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

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

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

Notification under Section 309B of the SFA: Unless otherwise stated in the Pricing Supplement in respect of any Securities, all Securities issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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

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

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET – The applicable Pricing Supplement in respect of any Securities may include a legend titled "**UK MiFIR Product Governance**" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the 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 Securities is a manufacturer in respect of such Securities, but otherwise neither the Arranger nor the Dealer(s) nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – If the applicable Pricing Supplement in respect of any Securities includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (b) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (c) 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 Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

FORWARD-LOOKING STATEMENTS

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

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

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

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

DEFINITIONS

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

"**Agency Agreement**"	:	The Agency Agreement dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) Citicorp Investment Bank (Singapore) Limited, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, as amended and restated by an amendment and restatement agreement dated 15 September 2011 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, a second amendment and restatement agreement dated 8 March 2013 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent, agent bank, transfer agent and registrar, and (4) the Trustee, as trustee, a third amendment and restatement agreement dated 28 September 2017 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as CDP issuing and paying agent, CDP transfer agent and CDP registrar, (4) The Bank of New York Mellon, London Branch, as non-CDP issuing and paying agent and calculation agent, (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as non-CDP transfer agent and non-CDP registrar, and (6) the Trustee, as trustee, and a fourth agency amendment and restatement agreement dated 29 July 2022 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as CDP issuing and paying agent, CDP transfer agent, CDP registrar and CDP calculation agent, (4) The Bank of New York Mellon, London Branch, as non-CDP issuing and paying agent and non-CDP calculation agent, (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as non-CDP transfer agent and non-CDP registrar, and (6) the Trustee, as trustee, and as further amended, varied or supplemented from time to time.
"**Arrangers**"	:	DBS Bank Ltd. and Standard Chartered Bank (Singapore) Limited.
"**Bearer Securities**"	:	Securities in bearer form.

"**business day**"	:	In respect of each Security, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which Euroclear, Clearstream, Luxembourg and/or the Depository, as applicable, are operating, (ii) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the country of the Issuing and Paying Agent's specified office and (iii) (if a payment is to be made on that day) (1) (in the case of Securities denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore, (2) (in the case of Securities denominated in Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and on which the TARGET System is open for settlement in Euros and (3) (in the case of Securities denominated in a currency other than Singapore Dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the principal financial centre for that currency.
"**CBD**"	:	Central Business District.
"**CDP**" or the "**Depository**"	:	The Central Depository (Pte) Limited.
"**CDP Calculation Agent**"	:	The Bank of New York Mellon, Singapore Branch, or its successors in that capacity.
"**CDP Issuing and Paying Agent**"	:	The Bank of New York Mellon, Singapore Branch, or its successors in that capacity.
"**CDP Registrar**"	:	The Bank of New York Mellon, Singapore Branch, or its successors in that capacity.
"**CDP Transfer Agent**"	:	The Bank of New York Mellon, Singapore Branch, or its successors in that capacity.
"**Certificate**"	:	A registered certificate representing one or more Registered Securities of the same Series, and, save as provided in the Conditions of the Notes or the Conditions of the Perpetual Securities, comprising the entire holding by a holder of Registered Securities of that Series.
"**Common Depositary**"	:	In relation to a Series of the Securities, a depositary common to Euroclear and Clearstream, Luxembourg.
"**Companies Act**"	:	The Companies Act 1967 of Singapore, as amended or modified from time to time.

"**Conditions**"	:	(a) In relation to the Notes of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 1 of the Trust Deed, as modified, with respect to any Notes represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Notes of such Series and shall be endorsed on the Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading *"Terms and Conditions of the Notes"* as set out in Part III of Schedule 1 of the Trust Deed, and any reference to a particularly numbered Condition of the Notes shall be construed accordingly; and (b) in relation to the Perpetual Securities of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 5 of the Trust Deed, as modified, with respect to any Perpetual Securities represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Perpetual Securities of such Series and shall be endorsed on the Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading *"Terms and Conditions of the Perpetual Securities"* as set out in Part III of Schedule 5 of the Trust Deed, and any reference to a particularly numbered Condition of the Perpetual Securities shall be construed accordingly.
"**Couponholders**"	:	The holders of the Coupons.
"**Coupons**"	:	The bearer coupons appertaining to an interest or distribution bearing Bearer Security.
"**Dealers**"	:	Persons appointed as dealers under the Programme.
"**Definitive Security**"	:	A definitive Bearer Security being substantially in the form set out in Part I of Schedule 1 or, as the case may be, Part I of Schedule 5 to the Trust Deed and having, where appropriate, Coupons and/or a Talon attached on issue.
"**Directors**"	:	The directors (including alternate directors, if any) of the Issuer or, as the case may be, the Guarantor as at the date of this Information Memorandum.

"**EURIBOR**"	:	Euro Interbank Offered Rate.
"**Euro**"	:	The lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.
"**FCA**"	:	The United Kingdom Financial Conduct Authority.
"**FY**"	:	Financial year ended or ending 30 June.
"**GLC**"	:	GuocoLand (China) Limited.
"**Global Certificate**"	:	A Certificate representing Registered Securities of one or more Tranches of the same Series that are registered in the name of or in the name of a nominee of (i) CDP, (ii) the Common Depositary and/or (iii) any other clearing system.
"**Global Security**"	:	A Global Security representing Bearer Securities of one or more Tranches of the same Series, being a Temporary Global Security and/or, as the context may require, a Permanent Global Security, in each case without Coupons or a Talon.
"**Group**"	:	The Guarantor and its subsidiaries.
"**Guarantee**"	:	The guarantee and indemnity of the Guarantor contained in the Trust Deed and shall, where the context so requires, mean either the Senior Guarantee or the Subordinated Guarantee.
"**Guarantor**" or "**GLL**"	:	GuocoLand Limited.
"**IRAS**"	:	The Inland Revenue Authority of Singapore.
"**Issuer**"	:	GLL IHT Pte. Ltd.
"**Issuing and Paying Agent**"	:	The CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent or such other or further institutions as may from time to time be appointed by the Issuer and the Guarantor as issuing and paying agent for the Securities and the Coupons.
"**ITA**"	:	Income Tax Act 1947 of Singapore, as amended or modified from time to time.
"**Latest Practicable Date**"	:	20 July 2022.
"LIBOR"	:	London Interbank Offered Rate.
"**MAS**"	:	The Monetary Authority of Singapore.

"**Non-CDP Calculation Agent**"	:	The Bank of New York Mellon, London Branch, or its successors in that capacity.
"**Non-CDP Issuing and Paying Agent**"	:	The Bank of New York Mellon, London Branch, or its successors in that capacity.
"**Non-CDP Registrar**"	:	The Bank of New York Mellon SA/NV, Luxembourg Branch, or its successors in that capacity.
"**Non-CDP Transfer Agent**"	:	The Bank of New York Mellon SA/NV, Luxembourg Branch, or its successors in that capacity.
"**MRT**"	:	Mass Rapid Transit.
"**Noteholders**"	:	The holders of the Notes.
"**Notes**"	:	The notes to be issued by the Issuer under the Programme.
"**Paying Agents**"	:	The CDP Issuing and Paying Agent and the Non-CDP Issuing and Paying Agent, each other Issuing and Paying Agent and such further or other paying agent as may be appointed from time to time under the Agency Agreement.
"**Permanent Global Security**"	:	A Global Security representing Bearer Securities of one or more Tranches of the same Series, either on issue or upon exchange of interests in a Temporary Global Security, being substantially in the form set out in Schedule 3 or, as the case may be, Schedule 7 of the Trust Deed.
"**Perpetual Securities**"	:	The perpetual securities to be issued by the Issuer under the Programme.
"**Perpetual Securityholders**"	:	The holders of the Perpetual Securities.
"**PRC**" or "**China**"	:	The People's Republic of China.
"**Pricing Supplement**"	:	In relation to a Series or Tranche, a pricing supplement, to be read in conjunction with this Information Memorandum, specifying the relevant issue details in relation to such Series or, as the case may be, such Tranche.

"**Programme Agreement**"	:	The Programme Agreement dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor and (3) Citicorp Investment Bank (Singapore) Limited, as arranger and dealer, as amended and restated by an amendment and restatement agreement dated 15 September 2011 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) Standard Chartered Bank, as arranger, and (4) DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank and United Overseas Bank Limited, as programme dealers, a second amendment and restatement agreement dated 8 March 2013 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) DBS Bank Ltd. and Standard Chartered Bank, as arrangers, and (4) CIMB Bank Berhad, DBS Bank Ltd., HL Bank, The Hongkong and Shanghai Banking Corporation Limited, Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank and United Overseas Bank Limited, as programme dealers, a third amendment and restatement agreement dated 28 September 2017 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) DBS Bank Ltd. and Standard Chartered Bank, as arrangers, and (4) CIMB Bank Berhad, DBS Bank Ltd., HL Bank, The Hongkong and Shanghai Banking Corporation Limited, Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank and United Overseas Bank Limited, as programme dealers, a fourth amendment and restatement agreement dated 29 July 2022 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) DBS Bank Ltd. and Standard Chartered Bank (Singapore) Limited, as arrangers, and (4) CIMB Bank Berhad, DBS Bank Ltd., The Hongkong and Shanghai Banking Corporation Limited, Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank (Singapore) Limited and United Overseas Bank Limited, as programme dealers, and as further amended, varied or supplemented from time to time.
"**RMB**"	:	Chinese Renminbi.
"**Securities**"	:	The Notes and the Perpetual Securities.
"**Securities Act**"	:	Securities Act of 1933 of the United States, as amended.
"**Securityholders**"	:	The Noteholders and the Perpetual Securityholders.
"**Senior Guarantee**"	:	The Guarantee by the Guarantor of the Notes, the Senior Perpetual Securities and the Coupons relating thereto on a senior basis.
"**Senior Perpetual Securities**"	:	Perpetual Securities which are expressed to rank as senior obligations of the Issuer pursuant to Condition 3(a) of the Perpetual Securities.

"**Series**"	(1) (In relation to Securities other than variable rate notes) a Tranche, together with any further Tranche or Tranches, which are (a) expressed to be consolidated and forming a single series and (b) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of interest, and (2) (in relation to variable rate notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest.
"**SFA**"	Securities and Futures Act 2001 of Singapore, as amended or modified from time to time.
"**SGX-ST**"	Singapore Exchange Securities Trading Limited.
"**SIBOR**"	Singapore Interbank Offered Rate.
"**SOR**"	Swap Offer Rate.
"**SORA**"	Singapore Overnight Rate Average.
"**Subordinated Guarantee**"	The Guarantee by the Guarantor of the Subordinated Perpetual Securities and the Coupons relating thereto on a subordinated basis.
"**Subordinated Perpetual Securities**"	Perpetual Securities which are expressed to rank as subordinated obligations of the Issuer pursuant to Condition 3(b) of the Perpetual Securities.
"**S$**", "**Singapore Dollars**" or "**$**" and "**cents**"	Singapore dollars and cents respectively.
"**Talons**"	Talons for further Coupons or, as the context may require, a specific number of them and includes any replacement Talons issued pursuant to the Conditions.
"**TARGET System**"	The Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.
"**Temporary Global Security**"	A Global Security representing Bearer Securities of one or more Tranches of the same Series on issue, being substantially in the form set out in Schedule 2 or, as the case may be, Schedule 6 of the Trust Deed.
"**Tranche**"	Securities which are identical in all respects (including as to listing).

"**Trust Deed**"	:	The Trust Deed dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, as amended and restated by an amendment and restatement deed dated 15 September 2011, a second amendment and restatement deed dated 8 March 2013, a third amendment and restatement deed dated 28 September 2017, and a fourth amendment and restatement deed dated 29 July 2022, in each case made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, and as further amended, varied or supplemented from time to time.
"**Trustee**"	:	HSBC Institutional Trust Services (Singapore) Limited.
"**United States**" or "**U.S.**"	:	The United States of America, its territories and possessions, any state of the United States and the District of Columbia.
"**US$**" or "**US Dollars**"	:	United States dollars.

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

CORPORATE INFORMATION

Board of Directors of the Issuer	:	Cheng Hsing Yao Andrew Chew Kwang Ming Koh Hwee Keow
Company Secretaries of the Issuer	:	Mary Goh Swon Ping Chan Ming Wai
Registered Office of the Issuer	:	1 Wallich Street #31-01 Guoco Tower Singapore 078881
Auditors to the Issuer	:	KPMG LLP 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581
Board of Directors of the Guarantor	:	Moses Lee Kim Poo, Chairman Cheng Hsing Yao, Chief Executive Officer Quek Leng Chan Kwek Leng Hai Jennie Chua Kheng Yeng Saw Kok Wei Chew Seong Aun Wee Lieng Seng
Company Secretary of the Guarantor	:	Mary Goh Swon Ping
Registered Office of the Guarantor	:	1 Wallich Street #31-01 Guoco Tower Singapore 078881
Auditors to the Guarantor	:	KPMG LLP 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581
Arrangers of the Programme	:	DBS Bank Ltd. 12 Marina Boulevard, Level 42 Marina Bay Financial Centre, Tower 3 Singapore 018982 Standard Chartered Bank (Singapore) Limited 8 Marina Boulevard, Level 27 Marina Bay Financial Centre, Tower 1 Singapore 018981

Legal Advisers to the Arrangers, the Trustee, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Registrar, the Non-CDP Registrar, the CDP Transfer Agent and the Non-CDP Transfer Agent	:	Allen & Gledhill LLP One Marina Boulevard, #28-00 Singapore 018989
Legal Advisers to the Issuer and the Guarantor	:	Rajah & Tann Singapore LLP 9 Straits View #06-07 Marina One West Tower Singapore 018937
CDP Issuing and Paying Agent, CDP Registrar, CDP Transfer Agent and CDP Calculation Agent	:	The Bank of New York Mellon, Singapore Branch One Temasek Avenue #02-01 Millenia Tower Singapore 039192
Non-CDP Issuing and Paying Agent and Non-CDP Calculation Agent	:	The Bank of New York Mellon, London Branch One Canada Square London E14 5AL United Kingdom
Non-CDP Registrar and Non-CDP Transfer Agent	:	The Bank of New York Mellon SA/NV, Luxembourg Branch Vertigo Building-Polaris 2-4, rue. Eugène Ruppert 2453 Luxembourg
Trustee for the Securityholders	:	HSBC Institutional Trust Services (Singapore) Limited 10 Marina Boulevard, #46-01 Marina Bay Financial Centre, Tower 2 Singapore 018983

SUMMARY OF THE PROGRAMME

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

Issuer	:	GLL IHT Pte. Ltd.
Guarantor	:	GuocoLand Limited.
Arrangers	:	DBS Bank Ltd. and Standard Chartered Bank (Singapore) Limited.
Dealers	:	CIMB Bank Berhad, DBS Bank Ltd., The Hongkong and Shanghai Banking Corporation Limited, Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank (Singapore) Limited and United Overseas Bank Limited and/or such other Dealers as may be appointed by the Issuer in accordance with the Programme Agreement.
CDP Issuing and Paying Agent, CDP Transfer Agent, CDP Registrar and CDP Calculation Agent	:	The Bank of New York Mellon, Singapore Branch.
Non-CDP Issuing and Paying Agent and Non-CDP Calculation Agent	:	The Bank of New York Mellon, London Branch.
Non-CDP Transfer Agent and Non-CDP Registrar	:	The Bank of New York Mellon SA/NV, Luxembourg Branch.
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited.
Description	:	Multicurrency Medium Term Note Programme.
Programme Size	:	The maximum aggregate principal amount of the Securities outstanding at any time shall be S$3,000,000,000 (or its equivalent in other currencies) or such increased amount in accordance with the Programme Agreement.

NOTES

Currency	:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Singapore Dollars or any other currency agreed between the Issuer and the relevant Dealer(s).

Method of Issue	:	Notes may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Notes may be issued at par or at discount, or at premium, to par.
Maturities	:	Subject to compliance with all relevant laws, regulations and directives, Notes may have maturities of such tenor as may be agreed between the Issuer and the relevant Dealer.
Mandatory Redemption	:	Unless previously redeemed or purchased and cancelled, each Note will be redeemed at its redemption amount on the maturity date shown on its face.
Interest Basis	:	Notes may bear interest at fixed, floating, variable or hybrid rates or may not bear interest.
Fixed Rate Notes	:	Fixed Rate Notes will bear a fixed rate of interest which will be payable in arrear on specified dates and at maturity.
Floating Rate Notes	:	Floating Rate Notes which are denominated in Singapore Dollars will bear interest to be determined separately for each Series by reference to S$ SORA (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Interest periods in relation to the Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue. Floating Rate Notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).
Variable Rate Notes	:	Variable Rate Notes will bear interest at a variable rate determined in accordance with the Conditions of the Notes. Interest periods in relation to the Variable Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.

Hybrid Notes	:	Hybrid Notes will bear interest, during the fixed rate period to be agreed between the Issuer and the relevant Dealer(s), at a fixed rate of interest which will be payable in arrear on specified dates and, during the floating rate period to be agreed between the Issuer and the relevant Dealer(s), at the rate of interest to be determined by reference to S$ SORA (or such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin (provided that if the Hybrid Notes are denominated in a currency other than Singapore Dollars, such Hybrid Notes will bear interest to be determined separately by reference to such benchmark as may be agreed between the Issuer and the relevant Dealer(s)), in each case payable at the end of each interest period to be agreed between the Issuer and the relevant Dealer(s).
Zero Coupon Notes	:	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest other than in the case of late payment.
Form and Denomination of Notes	:	The Notes will be issued in bearer form or registered form and in such denominations as may be agreed between the Issuer and the relevant Dealer(s). Each Tranche or Series of bearer Notes may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depositary and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Notes (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Notes upon the terms therein. Each Tranche or Series of registered Notes will initially be represented by a Global Certificate. Each Global Certificate may be registered in the name of, or in the name of a nominee of CDP, the Common Depositary and/or any other agreed clearing system. Each Global Certificate may be exchanged upon request as described therein, in whole (but not in part) for Certificates upon the terms therein. A Certificate shall be issued in respect of each Noteholder's entire holding of registered Notes of one Series.
Custody of the Notes	:	Notes which are to be listed on the SGX-ST may be cleared through CDP. Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository. Notes which are cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with the Common Depositary on behalf of Euroclear and Clearstream, Luxembourg.

Status of the Notes and the Guarantee	:	The Notes and Coupons of all Series will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.
Redemption and Purchase	:	If so provided on the face of the Note and the relevant Pricing Supplement, Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the holders of the Notes. Further, if so provided on the face of the Note and the relevant Pricing Supplement, Notes may be purchased by the Issuer (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the holders of the Notes.
Negative Pledge	:	Each of the Issuer and the Guarantor has covenanted with the Trustee in the Trust Deed that so long as any of the Notes remains outstanding, it will not without the consent of the Trustee (such consent not to be unreasonably delayed or withheld), create or permit to subsist any Encumbrance (as defined in the Trust Deed) over the whole or any part of the undertakings, assets, property or revenues owned by each of them respectively, present or future, where such Encumbrance is given, or is intended to be given, to secure the indebtedness in respect of any freely transferable securities issued by, or guaranteed by, the Issuer, the Guarantor or any of their respective subsidiaries unless such Encumbrance is forthwith extended equally and rateably to the indebtedness of the Issuer in respect of the Notes; provided that nothing in this paragraph shall prohibit or restrict the Issuer or the Guarantor from creating or permitting to subsist any Encumbrance securing such indebtedness existing on any undertaking, asset, property or revenue at the time it is acquired by the Issuer or the Guarantor after 23 April 2008 provided that (i) such Encumbrance shall not have been created in contemplation of or in connection with such acquisition and (ii) the principal amount or maturity of such indebtedness is not increased.

Financial Covenants	:	The Guarantor has covenanted with the Trustee in the Trust Deed that so long as any of the Notes remains outstanding, it will ensure that the ratio of its Consolidated Net Borrowings (as defined in the Trust Deed) to its Consolidated Shareholders' Funds (as defined in the Trust Deed) will not at any time be more than 3:1.
Events of Default	:	See Condition 10 of the Notes.
Taxation	:	All payments in respect of the Notes and the Coupons by or on behalf of the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, see the section "Taxation" herein.
Listing	:	Each Series of the Notes may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. If the application to the SGX-ST to list a particular Series of Notes is approved, for so 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 foreign currencies).
Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Notes and the distribution of offering material relating to the Notes, see the section "Subscription, Purchase and Distribution" herein. Further restrictions may apply in connection with any particular Series or Tranche of Notes.
Governing Law	:	The Programme, the Guarantee and any Notes issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

PERPETUAL SECURITIES

Currency	:	Subject to compliance with all relevant laws, regulations and directives, Perpetual Securities may be issued in Singapore Dollars or any other currency agreed between the Issuer and the relevant Dealer(s).
Method of Issue	:	Perpetual Securities may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Perpetual Securities may be issued at par or at discount, or at premium, to par.
No Fixed Maturity	:	The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to Condition 9) only have the right to redeem or purchase them in accordance with the provisions of the Conditions of the Perpetual Securities.
Distribution Basis	:	Perpetual Securities may confer a right to receive distribution at fixed or floating rates.
Fixed Rate Perpetual Securities	:	Fixed Rate Perpetual Securities will confer a right to receive distribution at a fixed rate of distribution which will be payable in arrear on specified dates. If so provided on the face of the Fixed Rate Perpetual Securities, the distribution rate may be reset on such dates and bases as may be specified in the applicable Pricing Supplement.
Floating Rate Perpetual Securities	:	Floating Rate Perpetual Securities which are denominated in Singapore Dollars will confer a right to receive distribution at a rate to be determined separately for each Series by reference to S$ SORA (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Distribution periods in relation to the Floating Rate Perpetual Securities will be agreed between the Issuer and the relevant Dealer(s) prior to their issue. Floating Rate Perpetual Securities which are denominated in other currencies will confer a right to receive distribution at a rate to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).

Distribution Discretion : If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14 of the Perpetual Securities) not more than 15 nor less than five business days (as defined in the Conditions of the Perpetual Securities) (or such other notice period as may be specified on the face of the Perpetual Security and the relevant Pricing Supplement) prior to a scheduled Distribution Payment Date.

If Dividend Pusher is set out on the face of the Perpetual Security and the relevant Pricing Supplement, the Issuer may not elect to defer any distribution if during the Reference Period (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, either or both of the following (each such event hereinafter referred to as a "**Compulsory Distribution Payment Event**") have occurred:

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

(b) any of the Issuer's Junior Obligations or the Guarantor's Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a *pro-rata* basis) any of the Issuer's Parity Obligations or any of the Guarantor's Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration, in each case, other than (A) in connection with any employee share option scheme, employee benefit plan or other similar arrangement with or for the benefit of the employees, officers, directors or consultants of the Issuer or the Guarantor or any of their respective subsidiaries, (B) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor or (C) as specified in the applicable Pricing Supplement. For the avoidance of doubt, a Compulsory Distribution Payment Event does not include (I) a declaration or payment of any dividends or distributions by any subsidiary of the Issuer or the Guarantor on or in respect of the shares of such subsidiary and (II) a payment made by the Issuer, the Guarantor or any of their respective subsidiaries on any instruments or guarantees issued by it in respect of any inter-company loans or any banking or other facilities or any other obligations which, in each case, does not rank and is not expressed to rank (by its terms or by operation of law) junior to the Perpetual Securities.

Non-Cumulative and Optional Distribution	:	If Non-Cumulative Deferral is provided on the face of the Perpetual Security and the relevant Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities is non-cumulative and will not accrue distribution. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e) of the Perpetual Securities. There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to Condition 4(IV) of the Perpetual Securities.
Cumulative Distribution	:	If Cumulative Deferral is provided on the face of the Perpetual Security and the relevant Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a) of the Perpetual Securities) further defer any Arrears of Distribution by complying with the notice requirement in Condition 4(IV)(e) of the Perpetual Securities applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to Condition 4(IV) of the Perpetual Securities except that Condition 4(IV)(c) of the Perpetual Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

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

Restrictions in the case of Non-Payment	:	If Dividend Stopper is provided on the face of the Perpetual Security and the relevant Pricing Supplement, and on any Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of Condition 4(IV) of the Perpetual Securities, the Issuer and the Guarantor shall not:

(a) declare or pay any dividends or distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any of the Issuer's or the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's or the Guarantor's Parity Obligations; or

(b) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition is made in respect of, any of the Issuer's or the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's or the Guarantor's Parity Obligations, in each case, other than (A) in connection with any employee share option scheme, employee benefit plan or other similar arrangement with or for the benefit of the employees, officers, directors or consultants of the Issuer or the Guarantor or any of their respective subsidiaries, (B) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor and (C) as specified in the applicable Pricing Supplement, unless and until (I) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (II) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (III) the Issuer or, as the case may be, the Guarantor is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders.

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

Custody of the Perpetual Securities	:	Perpetual Securities which are to be listed on the SGX-ST may be cleared through CDP. Perpetual Securities which are to be cleared through CDP are required to be kept with CDP as authorised depository. Perpetual Securities which are cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with the Common Depositary on behalf of Euroclear and Clearstream, Luxembourg.
Status of the Senior Perpetual Securities and the Senior Guarantee	:	The Senior Perpetual Securities and Coupons relating to them will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.
Status of the Subordinated Perpetual Securities and the Subordinated Guarantee	:	The Subordinated Perpetual Securities and Coupons relating to them will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with any Parity Obligations of the Issuer. The payment obligations of the Guarantor under the Subordinated Guarantee constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor.

Subordination of Subordinated Perpetual Securities	:	Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Issuer or the Guarantor, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment of principal of and distribution on the Subordinated Perpetual Securities and the Coupons relating to them or, as the case may be, the Subordinated Guarantee are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer or, as the case may be, the Guarantor but at least *pari passu* with all other subordinated obligations of the Issuer or, as the case may be, the Guarantor that are not expressed by their terms to rank junior to the Subordinated Perpetual Securities or, as the case may be, the Subordinated Guarantee and in priority to the claims of shareholders of the Issuer or, as the case may be, the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.
No set-off in relation to Subordinated Perpetual Securities	:	Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer or the Guarantor in respect of, or arising under or in connection with the Subordinated Perpetual Securities or, as the case may be, the Subordinated Guarantee, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer and the Guarantor. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer or the Guarantor in respect of, or arising under or in connection with the Subordinated Perpetual Securities or, as the case may be, the Subordinated Guarantee is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer or, as the case may be, the Guarantor (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer or, as the case may be, the Guarantor) and, until such time as payment is made, shall hold such amount in trust for the Issuer or, as the case may be, the Guarantor (or the liquidator or, as appropriate, administrator of the Issuer or, as the case may be, the Guarantor) and accordingly any such discharge shall be deemed not to have taken place.

Redemption at the Option of the Issuer	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Issuer may at its option, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face thereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued (including any Arrears of Distribution and any Additional Distribution Amount) to (but excluding) the date fixed for redemption.
Redemption for Taxation Reasons	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if: (a) the Issuer receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that: (i) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) of the ITA and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; and/or (ii) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption on interest for "qualifying debt securities" under the ITA; or

(b) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7 of the Perpetual Securities, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public or becomes effective on or after the issue date of such Perpetual Securities or any other date specified in the Pricing Supplement, and such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

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

Redemption for Tax Deductibility : If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time, in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

(a) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(i) any amendment to, or change in, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated or issued is made public or becomes effective on or after the relevant issue date;

(ii) any amendment to, or change in, an application or official interpretation of any such laws, regulations, rulings or other administrative pronouncements by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated or issued is made public or becomes effective on or after the relevant issue date; or

(iii) any generally applicable official interpretation or pronouncement which is made public or issued or announced on or after the relevant issue date that provides for a position with respect to such laws, regulations, rulings or other administrative pronouncements that differs from the previously generally accepted position which was made public or issued or announced before the relevant issue date,

the distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA; or

(b) the Issuer receiving a ruling from the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA.

Redemption in the case of Minimal Outstanding Amount	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time in each case on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued.
Redemption upon a Change of Control	:	If so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) following the occurrence of a Change of Control (as defined in the applicable Pricing Supplement).
Limited right to institute proceedings in relation to Perpetual Securities	:	Notwithstanding any of the provisions in Condition 9 of the Perpetual Securities, the right to institute proceedings for winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV) of the Perpetual Securities.

Proceedings for winding-up	:	If any of the following events ("**Enforcement Events**") occurs, the Trustee may, subject to the provisions of Condition 9(c) of the Perpetual Securities, institute proceedings for the winding-up of the Issuer and/or the Guarantor and/or prove in the winding-up of the Issuer and/or the Guarantor and/or claim in the liquidation of the Issuer and/or the Guarantor for the payment of the Perpetual Securities at their principal amount together with any distribution (including any outstanding Arrears of Distribution and any Additional Distribution Amount) accrued to such date: (a) the Issuer fails to pay the principal of or any distributions (including any Arrears of Distribution and any Additional Distribution Amount) on any of the Perpetual Securities when due or the Guarantor fails to pay any amount under the Guarantee when due, and, in each case, such failure continues for a period of 10 business days; or (b) a final and effective order is made or an effective resolution is passed for the bankruptcy, winding-up, liquidation, receivership or similar proceedings of the Issuer or the Guarantor.
Taxation	:	All payments in respect of the Perpetual Securities and the Coupons by or on behalf of the Issuer or, as the case may be, the Guarantor shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, please see the section "Taxation" herein.
Listing	:	Each Series of the Perpetual Securities may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained.

		If the application to the SGX-ST to list a particular Series of Perpetual Securities is approved, for so long as such Perpetual Securities are listed on the SGX-ST and the rules of the SGX-ST so require, such Perpetual Securities will be traded on the SGX-ST in a minimum board lot size of at least S$200,000 (or its equivalent in foreign currencies).
Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Perpetual Securities and the distribution of offering material relating to the Perpetual Securities, see the section "Subscription, Purchase and Distribution" herein. Further restrictions may apply in connection with any particular Series or Tranche of Perpetual Securities.
Governing Law	:	The Programme, the Guarantee and any Perpetual Securities issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

TERMS AND CONDITIONS OF THE NOTES

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

The Notes are constituted by a Trust Deed dated 23 April 2008 made between (1) GLL IHT Pte. Ltd., as issuer (the "**Issuer**"), (2) GuocoLand Limited, as guarantor (the "**Guarantor**"), and (3) HSBC Institutional Trust Services (Singapore) Limited (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Noteholders (as defined below), (as amended and restated by an amendment and restatement deed dated 15 September 2011 and a second amendment and restatement deed dated 8 March 2013, a third amendment and restatement deed dated 28 September 2017 and a fourth amendment and restatement deed dated 29 July 2022, in each case, made between the same parties, and as further amended, varied or supplemented from time to time, the "**Trust Deed**"), and (where applicable) the Notes are issued with the benefit of a deed of covenant dated 23 April 2008, relating to the Notes executed by the Issuer (as amended and supplemented by a supplemental deed of covenant dated 15 September 2011 and a second supplemental deed of covenant dated 8 March 2013 relating to the Notes, in each case, executed by the Issuer, and as further amended, varied or supplemented from time to time, the "**Deed of Covenant**") relating to Notes cleared or to be cleared through the CDP System (as defined in the Trust Deed) ("**CDP Notes**"). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. The Issuer and the Guarantor have entered into an Agency Agreement dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) Citicorp Investment Bank (Singapore) Limited, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, (as amended and restated by an amendment and restatement agreement dated 15 September 2011 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, a second amendment and restatement agreement dated 8 March 2013 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent, agent bank, transfer agent and registrar, and (4) the Trustee, as trustee, a third amendment and restatement agreement dated 28 September 2017 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent, transfer agent and registrar, in each case, in respect of CDP Notes, (4) The Bank of New York Mellon, London Branch, as paying agent in respect of Notes cleared or to be cleared through Euroclear (as defined below) and/or Clearstream, Luxembourg (as defined below) ("**Non-CDP Notes**") and as calculation agent, (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Non-CDP Notes and registrar in respect of Non-CDP Notes, and (6) the Trustee, as trustee, and a fourth amendment and restatement agreement dated 29 July 2022 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent (in such capacity, the "**CDP Issuing and Paying Agent**"), transfer agent (in such capacity, the "**CDP Transfer Agent**"), registrar (in such capacity, the "**CDP Registrar**") and calculation agent (in such capacity, the "**CDP Calculation Agent**"), in each case, in respect of CDP Notes, (4) The Bank of New York Mellon, London Branch, as paying agent in respect of Non-CDP Notes (in such capacity, the "**Non-CDP Issuing and Paying Agent**" and, together with the CDP Issuing and Paying Agent and any other paying agents that may be appointed, the "**Paying Agents**") and as calculation agent in respect of Non-CDP Notes (in such capacity, the "**Non-CDP Calculation Agent**" and, together with the CDP Calculation Agent, the "**Calculation Agents**"), (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Non-CDP Notes (in such capacity, the "**Non-CDP Transfer Agent**" and, together with the CDP Transfer Agent and any other transfer agents that may be appointed, the "**Transfer Agents**") and registrar in respect of Non-CDP Notes (in such capacity, the "**Non-CDP Registrar**", and together with the CDP Registrar, the "**Registrars**"), and (6) the Trustee, as trustee and as further amended, varied or supplemented from time to time, the "**Agency Agreement**"). The Noteholders and the holders (the "**Couponholders**") of the coupons (the "**Coupons**") appertaining to the interest-bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

For the purposes of these Conditions, all references to the Issuing and Paying Agent, the Calculation Agent, the Transfer Agent and the Registrar shall, (a) with respect to a Series (as defined below) of CDP Notes, be deemed to be a reference to the CDP Issuing and Paying Agent, the CDP Calculation Agent, the CDP Transfer Agent and the CDP Registrar respectively, (b) with respect to a Series of Non-CDP Notes, be deemed to be a reference to the Non-CDP Issuing and Paying Agent, the Non-CDP Calculation Agent, the Non-CDP Transfer Agent and the Non-CDP Registrar respectively and (c) in any other case, be deemed to be a reference to such Paying Agent, Calculation Agent, Transfer Agent or Registrar appointed by the Issuer and the Guarantor to fully observe and perform its obligations, and (unless the context otherwise requires) all such references shall be construed accordingly.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are (i) available for inspection at the principal office of the Trustee for the time being and at the respective offices of the Agents for the time being or (ii) available by email from the Agents upon prior appointment and written request and satisfactory proof of holdings.

1. Form, Denomination and Title

(a) Form and Denomination

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

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

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

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

(b) Title

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

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

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

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

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

2. No Exchange of Notes and Transfers of Registered Notes

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

(b) **Transfer of Registered Notes**: Subject to Condition 2(f) below, one or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

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

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

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

(f) **Closed Periods**: No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7(b)(ii)).

3. Status and Guarantee

(a) **Status**

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

(b) **Guarantee**

The payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Notes and the Coupons are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.

4. Negative Pledge and Financial Covenants

(a) So long as any of the Notes remains outstanding, each of the Issuer and the Guarantor will not without the consent of the Trustee (such consent not to be unreasonably delayed or withheld), create or permit to subsist any Encumbrance (as defined in the Trust Deed) over the whole or any part of the undertakings, assets, property or revenues owned by each of them respectively, present or future, where such Encumbrance is given, or is intended to be given, to secure the indebtedness in respect of any freely transferable securities issued by, or guaranteed by, the Issuer, the Guarantor or any of their respective subsidiaries unless such Encumbrance is forthwith extended equally and rateably to the indebtedness of the Issuer in respect of the Notes, provided that nothing in this Condition 4 shall prohibit or restrict the Issuer or the Guarantor from creating or permitting to subsist any Encumbrance securing such indebtedness existing on any undertaking, asset, property or revenue at the time it is acquired by the Issuer or the Guarantor after 23 April 2008 provided that (i) such Encumbrance shall not have been created in contemplation of or in connection with such acquisition and (ii) the principal amount or maturity of such indebtedness is not increased.

(b) So long as any of the Notes remains outstanding, the Guarantor will ensure that the ratio of its Consolidated Net Borrowings (as defined in the Trust Deed) to its Consolidated Shareholders' Funds (as defined in the Trust Deed) will not at any time be more than 3:1.

5. (I) **Interest on Fixed Rate Notes**

(a) **Interest Rate and Accrual**

Each Fixed Rate Note bears interest on its principal amount outstanding from the Interest Commencement Date (as defined in Condition 5(II)(d)) in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on an Interest Payment Date.

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

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

(b) **Calculations**

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon. The amount of interest payable per Calculation Amount (as defined in Condition 5(II)(d)) in respect of a Fixed Rate Interest Period for any Fixed Rate Note shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency.

For the purposes of these Conditions, "**Fixed Rate Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

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

(a) **Interest Payment Dates**

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

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

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

(b) Rate of Interest – Floating Rate Notes

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

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

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

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

(1) in the case of Floating Rate Notes which are SORA Notes, the Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SORA Benchmark (as defined below) plus or minus the Spread.

The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index Average, as follows:

(A) If Compounded Daily SORA ("**Compounded Daily SORA**") is specified in the applicable Pricing Supplement, the SORA Benchmark for each Interest Period shall be determined based on Compounded Daily SORA which shall be calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with one of the formulas referenced below depending upon which Observation Method is specified in the applicable Pricing Supplement.

(aa) where Lockout is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards;

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

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d_o**," for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means the Singapore Business Day immediately following the Rate Cut-off Date;

"**n*i***", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Period, the date falling "***p***" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling "***p***" Singapore Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"**SORA*i***" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Period:

I. if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

II. if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period SORA*i***") (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA*i* shall apply to each day falling in the relevant Suspension Period;

"**SORA Reset Date**" means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

"**Suspension Period**" means, in relation to any Interest Period, the period from (and including) the date falling "***p***" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

(bb) where Lookback is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

"$\mathbf{n}_i$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"$\mathbf{SORA}_{i-x\ SBD}$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "***p***" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(cc) where Backward Shifted Observation Period is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

"$\mathbf{n}_i$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"$\mathbf{SORA}_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(dd) where Payment Delay is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d_o**", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Interest Period provided that the Interest Determination Date with respect to the final Interest Period will be the date falling one Singapore Business Day after the Rate Cut-Off Date unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Rate Cut-Off Date**" means the date that is "***p***" Singapore Business Days prior to the Maturity Date or the relevant redemption date, as applicable (or the date falling "***p***" Singapore Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such day "*i*"; and

"$SORA_i$" means, in respect of any Singapore Business Day "i" falling in the relevant Interest Period, the reference rate equal to SORA in respect of that Singapore Business Day.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such Rate Cut-Off Date.

For the avoidance of doubt, the formulation of the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(B) For each Floating Rate Note where the reference rate is specified as being SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Period shall be determined based on the SORA Index Average which shall be calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

"$\mathbf{d_c}$" means the number of calendar days from (and including) the SORA $\text{Index}_{\text{Start}}$ to (but excluding) the SORA $\text{Index}_{\text{End}}$;

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(i) if a Benchmark Event has not occurred, the "SORA Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Period, in accordance with the Compounded Daily SORA formula described above in Condition 5(II)(b)(ii)(1)(A)(cc), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Period that is used in the definition of SORA $\text{Index}_{\text{Start}}$ as specified in the applicable Pricing Supplement; or

(ii) if a Benchmark Event has occurred, the provisions set forth in Condition 5(VI) shall apply;

"**SORA Index$_{End}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the last date of the relevant Interest Period;

"**SORA Index$_{Start}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(C) If, subject to Condition 5(VI), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day "*i*", SORA in respect of such day "*i*" has not been published and a Benchmark Event has not occurred, then SORA for that day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(D) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 5(VI), the Rate of Interest shall be:

I. that determined as at the last preceding Interest Determination Date or, as the case may be, Rate Cut-off Date (though substituting, where a different Spread (if any) 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 Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

II. if there is no such preceding Interest Determination Date or, as the case may be, Rate Cut-off Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread or Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period (if any)).

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

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

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

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

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

and as adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate Notes is Reference Banks or if paragraph (b)(ii)(2)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if paragraph (b)(ii)(2)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and as adjusted by the Spread (if any); and

(C) if paragraph (b)(ii)(2)(B) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date.

(iii) On the last day of each Interest Period, (except as otherwise specified in the applicable Pricing Supplement) the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period.

(iv) For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

(v) 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 Condition 5(II)(b) is less than such Minimum Rate of Interest, the rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

(vi) 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 Condition 5(II)(b) is more than such Maximum Rate of Interest, the rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(c) Rate of Interest – Variable Rate Notes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vi) For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

(d) Definitions

As used in these Conditions:

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

"**business day**" means, in respect of each Note, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which Euroclear, Clearstream, Luxembourg and/or the Depository, as applicable, are operating, (ii) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the country of the Issuing and Paying Agent's specified office and (iii) (if a payment is to be made on that day):

(i) (in the case of Notes denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore;

(ii) (in the case of Notes denominated in Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and on which the TARGET System is open for settlement in Euros; and

(ii) (in the case of Notes denominated in a currency other than Singapore Dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the principal financial centre for that currency;

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

"**Day Count Fraction**" means, in respect of the calculation of an amount of Interest in accordance with Condition 5:

(i) if "Actual/Actual" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period divided by 365 (or, if any portion of that Fixed Rate Interest Period or, as the case may be, Interest Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period in respect of which payment is being made divided by 360; and

(iii) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period in respect of which payment is being made divided by 365;

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

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

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

"**Offshore Renminbi Centre**" means the offshore Renminbi centre(s) specified as such in the applicable Pricing Supplement;

"**PRC**" means the People's Republic of China which, for the purposes of the Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

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

"**Reference Banks**" means the institutions specified as such hereon or, if none, three major banks selected by the Issuer (or an independent advisor appointed by it) in the interbank market that is most closely connected with the Benchmark;

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

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

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

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

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

"**Renminbi**" means the lawful currency of the PRC;

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

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

(III) Interest on Hybrid Notes

(a) Interest Rate and Accrual

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

(b) Fixed Rate Period

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

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

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

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

(c) Floating Rate Period

(i) In respect of the Floating Rate Period shown on the face of such Note, each Hybrid Note bears interest on its Calculation Amount from the first day of the Floating Rate Period, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"), unless Payment Delay is specified in the applicable Pricing Supplement for a SORA Note, in which case interest will be payable in arrear, for such period as specified in the relevant Pricing Supplement, following each Interest Payment Date. Notwithstanding the foregoing, interest in respect of the final Interest Period will be payable in arrear on the final Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment

Date, after the first day of the Floating Rate Period (and which corresponds numerically with such preceding Interest Payment Date or the first day of the Floating Rate Period, as the case may be). If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

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

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

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

(IV) Zero Coupon Notes

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

(V) Calculations

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

The Calculation Agent will, as soon as practicable after the Relevant Time on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine the Rate of Interest and calculate the amount of interest payable (the "**Interest Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Notes, Variable Rate Notes or (where applicable) Hybrid Notes for the relevant Interest Period or make such determination or calculation, as the case may be. The Interest Amounts shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the relevant currency. The determination of each Rate of Interest, Interest Amount, Redemption Amount and Early Redemption Amount by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(b) Notification

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

(c) Failure to Determine or Calculate Rate of Interest

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

(d) Calculation Agent and Reference Banks

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

(VI) Benchmark Discontinuation and Replacement

(a) Independent Adviser

Notwithstanding the provisions above in this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 5(VI)(b)) and an Adjustment Spread, if any (in accordance with Condition 5(VI)(c)) and any Benchmark Amendments (in accordance with Condition 5(VI)(d)) by no later than five Business Days prior to the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 5(VI) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(VI).

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 5(VI)) and an Adjustment Spread, if any (in accordance with Condition 5(VI)(c)) and any Benchmark Amendments (in accordance with Condition 5(VI)(d)).

If the Issuer is unable to or does not determine the Benchmark Replacement by ten business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the relevant current Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread 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 Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant current Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5(VI).

(b) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) shall (subject to adjustments as provided in Condition 5(VI)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(VI)).

(c) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines:

(i) that an Adjustment Spread is required to be applied to the Benchmark Replacement; and

(ii) the quantum of, or a formula or methodology for determining such Adjustment Spread,

then such Adjustment Spread shall be applied to the Benchmark Replacement.

(d) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines:

(i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread; and

(ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(VI)(e), without any requirement for the consent or approval of Noteholders vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by a duly authorised signatory of the Issuer pursuant to Condition 5(VI)(e), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in using commercially reasonable endeavours in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Issuing and Paying Agent or the Calculation Agent (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Trustee, the Calculation Agent, the Transfer Agents, the Registrar and the Paying 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 in order to give effect to this Condition 5(VI). Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 5(VI)(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(VI) will be notified promptly by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 16, the Noteholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by a duly authorised signatory of the Issuer:

(i) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement, (3) where applicable, any Adjustment Spread and/or (4) the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(VI); and

(ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. Further, none of the Trustee, the Paying Agents, the Calculation Agent, the Registrar or the Transfer Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to the Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders and the Couponholders.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 5(VI)(a), 5(VI)(b), 5(VI)(c) and 5(VI)(d), the Original Reference Rate and the fallback provisions provided for in Condition 5, as applicable, will continue to apply unless and until the Trustee, the Paying Agents and the Calculation Agent have been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(VI)(e).

(g) Definitions

As used in this Condition 5(VI):

"**Adjustment Spread**" means either:

(i) a spread (which may be positive, negative or zero); or

(ii) the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(1) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(2) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

(3) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines in accordance with Condition 5(VI)(b) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to applicable government bonds);

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is reasonably necessary);

"**Benchmark Event**" means one or more of the following events:

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

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or

(vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur:

(1) in the case of paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;

(2) in the case of paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and

(3) in the case of paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement;

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) cannot determine the Interpolated Benchmark, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be):

(i) Identified SORA;

(ii) the Successor Rate;

(iii) the ISDA Fallback Rate; and

(iv) the Alternative Rate;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (i) selected or recommended by the Relevant Nominating Body, or (ii) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 5(VI)(a);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (i) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (ii) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes, provided that if a Benchmark Event has occurred with respect to the then-current Original Reference Rate, then Original Reference Rate means the applicable Benchmark Replacement;

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(3) a group of the aforementioned central banks or other supervisory authorities; or

(4) the Financial Stability Board or any part thereof;

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the Corresponding Tenor.

6. Redemption and Purchase

(a) Final Redemption

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

(b) Purchase at the Option of Issuer

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

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

(c) Purchase at the Option of Noteholders

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

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

(d) Redemption at the Option of the Issuer

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

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

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

(e) Redemption at the Option of Noteholders

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

(f) Redemption for Taxation Reasons

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (as the case may be) or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) below) (together with interest accrued (if any) to (but excluding) the date fixed for redemption), if (i) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 8, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public or becomes effective on or after the Issue Date or any other date specified in the Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issuing and Paying Agent a certificate signed by a director or a duly authorised signatory of the Issuer or, as the case may be, 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 so to redeem have occurred, and an opinion of independent legal, tax or other professional advisers to the effect that the Issuer or, as the case may be, the Guarantor has or is likely to become obliged to pay such additional amounts as a result of such change or amendment.

(g) Purchases

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

Notes purchased by the Issuer, the Guarantor or any of their respective subsidiaries may be surrendered by the purchaser through the Issuer to, in the case of Bearer Securities, the Issuing and Paying Agent or, in the case of Registered Securities, the Registrar for cancellation or may at the option of the Issuer, the Guarantor or, as the case may be, the relevant subsidiary be held or resold.

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

(h) Early Redemption of Zero Coupon Notes

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

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

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

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

(i) Cancellation

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

7. Payments

(a) Principal and Interest in respect of Bearer Notes

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Notes or, as the case may be, Coupons:

(i) (in the case of a currency other than Renminbi) at the specified office of any Paying Agent by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency; and

(ii) (in the case of Renminbi) by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(b) Principal and Interest in respect of Registered Notes

(i) Payments of principal in respect of Registered Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 7(b)(ii).

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made:

   (1) (in the case of a currency other than Renminbi) by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency;

   (2) (in the case of Renminbi) by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(c) Payments subject to law etc.

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 8, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

The Agency Agreement provides that each Noteholder is deemed to have agreed to provide the Issuing and Paying Agent the Securityholder Tax Identification Information and Securityholder FATCA Information. Each Noteholder acknowledges that the Issuing and Paying Agent has the right, under the Agency Agreement and the Notes, to withhold interest payable with respect to the Notes (without any corresponding gross-up) on any beneficial owner of an interest in a Note that fails to comply with the foregoing requirements.

Further, the Trust Deed provides that notwithstanding any other provision of the Trust Deed, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under any Notes for or on account of any tax, if and only to the extent so required by Applicable Law (as defined in the Trust Deed), in which event the Trustee shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority (as defined in the Trust Deed) within the time allowed for the amount so deducted or withheld.

(d) Appointment of Agents

The CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar and the Non-CDP Registrar initially appointed by the Issuer and their respective specified offices are listed below. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, any other Paying Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, any other Transfer Agent, the CDP Registrar, the Non-CDP Registrar, the CDP Calculation Agent and the Non-CDP Calculation Agent, and to appoint additional or other Paying Agents, Transfer Agents, Registrars and Calculation Agents, provided that they will at all times maintain (i) an Issuing and Paying Agent having a specified office in Singapore and (in the case of Non-CDP Notes) a Non-CDP Issuing and Paying Agent, as the case may be, (ii) a Transfer Agent in relation to Registered Notes, having a specified office in Singapore and (iii) a Registrar in relation to Registered Notes, having a specified office in Singapore.

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

The Agency Agreement may be amended by the Issuer, the Guarantor, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee, without the consent of any holder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer, the Guarantor, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee may mutually deem necessary or desirable and which does not, in the opinion of the Issuer, the Guarantor, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee, materially and adversely affect the interests of the holders.

(e) Unmatured Coupons and unexchanged Talons

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

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

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

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

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

(f) Talons

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

(g) Non-business days

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

(h) Default Interest

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

8. Taxation

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

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

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

(c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days.

Notwithstanding any other provision of these Conditions, in no event will the Issuer or the Guarantor be required to pay any additional amounts in respect of the Notes and the Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

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

9. Prescription

Claims against the Issuer or, as the case may be, the Guarantor for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within three years from the appropriate Relevant Date for payment.

10. Events of Default

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

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

(b) the Issuer or the Guarantor does not perform or comply with any one or more of its obligations (other than the payment obligation of the Issuer or the Guarantor referred to in paragraph (a)) under the Trust Deed or any of the Notes and, if in the opinion of the Trustee that default is capable of remedy, it is not remedied within 21 business days (or such longer period as the Trustee may in writing permit) next following the day of service by the Trustee on the Issuer or, as the case may be, the Guarantor of a written notice of such failure and requiring the same to be remedied;

(c) any representation or warranty by the Issuer or the Guarantor in the Trust Deed or any of the Notes or in any document delivered under the Trust Deed or any of the Notes is not complied with in any respect or is or proves to have been incorrect in any respect when made or deemed repeated and, if in the opinion of the Trustee that default is capable of remedy, it is not remedied within 21 business days (or such longer period as the Trustee may in writing permit) next following the day of service by the Trustee on the Issuer or, as the case may be, the Guarantor of a written notice of such breach and requiring the same to be remedied;

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

(e) (i) any other indebtedness of the Issuer, the Guarantor or any of the Principal Subsidiaries (as defined in the Trust Deed) of the Guarantor in respect of borrowed money is or is declared to be or is capable of being rendered due and payable prior to its stated maturity by reason of any event of default or the like (however described) or is not paid when due within any applicable grace period; or

(ii) the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor fails to pay when properly called upon to do so any guarantee of indebtedness for borrowed moneys,

provided however that no Event of Default will occur under this paragraph (e) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned above in this paragraph (e) has/have occurred equals or exceeds S$50,000,000 (or its equivalent as reasonably determined by the Trustee);

(f) the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor is (or is deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of its indebtedness (other than those contested in good faith and by appropriate proceedings), proposes or makes any agreement for the deferral, rescheduling or other readjustment of all or a material part of its indebtedness (or of any part which it will otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor;

(g) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the assets of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor and is not discharged or stayed within 45 business days and, in the case of a Principal Subsidiary only, such event has a material adverse effect on the Guarantor;

(h) any security on or over all or a material part of the assets of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor becomes enforceable and, in the case of a Principal Subsidiary only, such event has or is likely to have a material adverse effect on the Guarantor;

(i) (i) any petition or originating summon is presented, any resolution is passed, any meeting is convened or any order is made for the winding-up of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor (except (in the case of a winding-up of a Principal Subsidiary only) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (1) on terms approved by the Trustee (such approval not to be unreasonably withheld) or (2) which does not have a material adverse effect on the Guarantor) or (ii) a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator or similar officer of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor is appointed over all or a material part of the assets of the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor;

(j) the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor ceases or threatens to cease to carry on all or a substantial part of its business (and, in the case of a Principal Subsidiary only, otherwise than for the purposes of such a consolidation, amalgamation, merger or reconstruction as is referred to in paragraph (i) above);

(k) any seizure, compulsory acquisition, expropriation or nationalisation by any governmental authority of all or a material part of the assets of the Group taken as a whole occurs;

(l) any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done for any of the purposes stated in Clause 16.3 of the Trust Deed is not taken, fulfilled or done, or any such consent ceases to be in full force and effect without modification or any condition in or relating to any such consent is not complied with (unless that consent or condition is no longer required or applicable) and if in the opinion of the Trustee that default is capable of remedy, it is not remedied within 21 business days (or such longer period as the Trustee may in writing permit) next following the day of service by the Trustee on the Issuer or, as the case may be, the Guarantor of a written notice of such failure and requiring the same to be remedied;

(m) it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its payment or other material obligations under any of the Issue Documents or any of the Notes;

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

(o) any litigation, arbitration or administrative proceeding (other than (i) those which are of a frivolous or vexatious nature and (ii) those which are contested in good faith and by appropriate proceedings) is current or pending against the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor (i) to restrain the exercise of any of the rights and/or the performance or enforcement of or compliance with any of the obligations of the Issuer or the Guarantor under any of the Issue Documents or any of the Notes or (ii) which has or is reasonably likely to have a material adverse effect on the Issuer, the Guarantor or the Group taken as a whole;

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

(q) the Issuer, the Guarantor or any of the Principal Subsidiaries of the Guarantor is declared by the Minister of Finance to be a declared company under the provisions of Part IX of the Companies Act 1967 of Singapore.

In these Conditions, "**subsidiary**" has the meaning ascribed to it in Section 5 of the Companies Act 1967 of Singapore.

11. Enforcement of Rights

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

12. Meeting of Noteholders and Modifications

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

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

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

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

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

13. Replacement of Notes, Certificates, Coupons and Talons

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

14. Further Issues

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

15. Indemnification of the Trustee

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

16. Notices

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

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

Until such time as any Definitive Securities (as defined in the Trust Deed) or Certificates are issued, there may, so long as the Global Security(ies) or Global Certificate(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system, be substituted for such publication in such newspapers the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg, (subject to the agreement of the Depository) the Depository and/or such other clearing system for communication by it to the Noteholders, except that if the Notes are listed on the Singapore Exchange Securities Trading Limited and the rules of such exchange so require, notice will (unless waived by such exchange) in any event be published in accordance with the first paragraph above. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Certificates). Whilst the Notes are represented by a Global Security or a Global Certificate, such notice may be given by any Noteholder to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar and Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

17. Governing Law

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

18. Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

CDP Issuing and Paying Agent, CDP Transfer Agent, CDP Registrar and CDP Calculation Agent
The Bank of New York Mellon, Singapore Branch
One Temasek Avenue
#02-01 Millennia Tower
Singapore 039192

Non-CDP Issuing and Paying Agent and Non-CDP Calculation Agent
The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

Non-CDP Transfer Agent and Non-CDP Registrar
The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building-Polaris
2-4, rue Eugène Ruppert
L-2453 Luxembourg

TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

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

The Perpetual Securities are constituted by a Trust Deed dated 23 April 2008 made between (1) GLL IHT Pte. Ltd., as issuer (the "**Issuer**"), (2) GuocoLand Limited, as guarantor (the "**Guarantor**"), and (3) HSBC Institutional Trust Services (Singapore) Limited (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Perpetual Securityholders (as defined below) (as amended and restated by an amendment and restatement deed dated 15 September 2011, a second amendment and restatement deed dated 8 March 2013, a third amendment and restatement deed dated 28 September 2017 and a fourth amendment and restatement deed dated 29 July 2022, in each case, made between the same parties, and as further amended, varied or supplemented from time to time, the "**Trust Deed**"), and (where applicable) the Perpetual Securities are issued with the benefit of a deed of covenant dated 23 April 2008, relating to the Perpetual Securities executed by the Issuer (as amended and supplemented by a supplemental deed of covenant dated 15 September 2011 and a second supplemental deed of covenant dated 8 March 2013 relating to the Perpetual Securities, in each case, executed by the Issuer, and as further amended, varied or supplemented from time to time, the "**Deed of Covenant**") relating to Perpetual Securities cleared or to be cleared through the CDP System (as defined in the Trust Deed) ("**CDP Perpetual Securities**"). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Perpetual Securities, Certificates, Coupons and Talons referred to below. The Issuer and the Guarantor have entered into an Agency Agreement dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) Citicorp Investment Bank (Singapore) Limited, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, (as amended and restated by an amendment and restatement agreement dated 15 September 2011 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent and agent bank, and (4) the Trustee, as trustee, a second amendment and restatement agreement dated 8 March 2013 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent, agent bank, transfer agent and registrar, and (4) the Trustee, as trustee, a third amendment and restatement agreement dated 28 September 2017 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent, transfer agent and registrar, in each case, in respect of CDP Perpetual Securities, (4) The Bank of New York Mellon, London Branch, as paying agent in respect of Perpetual Securities cleared or to be cleared through Euroclear (as defined below) and/or Clearstream, Luxembourg (as defined below) ("**Non-CDP Perpetual Securities**") and as calculation agent, (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Non-CDP Perpetual Securities and registrar in respect of Non-CDP Perpetual Securities, and (6) the Trustee, as trustee, and a fourth amendment and restatement agreement dated 29 July 2022 made between (1) the Issuer, as issuer, (2) the

Guarantor, as guarantor, (3) The Bank of New York Mellon, Singapore Branch, as issuing and paying agent (in such capacity, the "**CDP Issuing and Paying Agent**"), transfer agent (in such capacity, the "**CDP Transfer Agent**"), registrar (in such capacity, the "**CDP Registrar**") and calculation agent (in such capacity, the "**CDP Calculation Agent**"), in each case, in respect of CDP Perpetual Securities, (4) The Bank of New York Mellon, London Branch, as paying agent in respect of Non-CDP Perpetual Securities (in such capacity, the "**Non-CDP Issuing and Paying Agent**" and, together with the CDP Issuing and Paying Agent and any other paying agents that may be appointed, the "**Paying Agents**") and as calculation agent in respect of Non-CDP Notes (in such capacity, the "**Non-CDP Calculation Agent**" and, together with the CDP Calculation Agent, the "**Calculation Agents**"), (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Non-CDP Perpetual Securities (in such capacity, the "**Non-CDP Transfer Agent**" and, together with the CDP Transfer Agent and any other transfer agents that may be appointed, the "**Transfer Agents**") and registrar in respect of Non-CDP Perpetual Securities (in such capacity, the "**Non-CDP Registrar**", and together with the CDP Registrar, the "**Registrars**"), and (6) the Trustee, as trustee, and as further amended, varied or supplemented from time to time, the "**Agency Agreement**"). The Perpetual Securityholders and the holders (the "**Couponholders**") of the distribution coupons (the "**Coupons**") relating to the Perpetual Securities in bearer form and talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

For the purposes of these Conditions, all references to the Issuing and Paying Agent, the Calculation Agent, the Transfer Agent and the Registrar shall, (a) with respect to a Series (as defined below) of CDP Perpetual Securities, be deemed to be a reference to the CDP Issuing and Paying Agent, the CDP Calculation Agent, the CDP Transfer Agent and the CDP Registrar respectively, (b) with respect to a Series of Non-CDP Perpetual Securities, be deemed to be a reference to the Non-CDP Issuing and Paying Agent, the Non-CDP Calculation Agent, the Non-CDP Transfer Agent and the Non-CDP Registrar respectively and (c) in any other case, be deemed to be a reference to such Paying Agent, Calculation Agent, Transfer Agent or Registrar appointed by the Issuer and the Guarantor to fully observe and perform its obligations, and (unless the context otherwise requires) all such references shall be construed accordingly.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are (i) available for inspection at the principal office of the Trustee for the time being and at the respective offices of the Agents for the time being or (ii) available by email from the Agents upon prior appointment and written request and satisfactory proof of holdings.

1. Form, Denomination and Title

(a) Form and Denomination

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

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

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

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

(b) Title

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

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

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

(iv) In these Conditions, "**Global Security**" means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of (a) a common depositary for Euroclear and Clearstream, Luxembourg, (b) the Depository and/or (c) any other clearing system, "**Perpetual Securityholder**" means the bearer of any Bearer Perpetual Security or the person in whose name a Registered Perpetual Security is registered (as the case may be) and "**holder**" (in relation to a Perpetual Security, Coupon or Talon) means the bearer of any Bearer Perpetual Security, Coupon or Talon or the person in whose name a Registered Perpetual Security is registered (as the case may be), "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (1) expressed to be consolidated and forming a single series and (2) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first distribution payment and "**Tranche**" means Perpetual Securities which are identical in all respects (including as to listing).

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

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

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

(b) **Transfer of Registered Perpetual Securities**: Subject to Condition 2(f) below, one or more Registered Perpetual Securities may be transferred upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Perpetual Securities to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Perpetual Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Perpetual Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Perpetual Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Perpetual Securityholder upon request.

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

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

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

(f) **Closed Periods**: No Perpetual Securityholder may require the transfer of a Registered Perpetual Security to be registered (i) during the period of 15 days prior to any date on which Perpetual Securities may be called for redemption by the Issuer at its option pursuant to Condition 5(b), (ii) after any such Perpetual Security has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 6(b)(ii)).

3. Status and Guarantee

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

(i) **Status of Senior Perpetual Securities**

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

(ii) **Guarantee of Senior Perpetual Securities**

The payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Senior Perpetual Securities and the Coupons are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Senior Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor.

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

(i) **Status of Subordinated Perpetual Securities**

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

In these Conditions, "**Parity Obligation**" means, in relation to the Issuer or the Guarantor, any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer or, as the case may be, the Guarantor (a) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with (in the case of the Issuer) the Subordinated Perpetual Securities or (in the case of the Guarantor) the Subordinated Guarantee (as defined in the Trust Deed) and (b) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer or, as the case may be, the Guarantor and/or, in the case of an instrument or security guaranteed by the Issuer or the Guarantor, the issuer thereof.

(ii) **Ranking of claims on winding-up – Issuer**

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

(iii) **No set-off – Issuer**

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

(iv) **Guarantee of Subordinated Perpetual Securities**

The payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Subordinated Perpetual Securities and the Coupons relating to them are unconditionally and irrevocably guaranteed on a subordinated basis by the Guarantor. The obligations of the Guarantor under the Subordinated Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor. The rights and claims of the Perpetual Securityholders in respect of the Subordinated Guarantee are subordinated as provided in this Condition 3(b).

(v) **Ranking of claims on winding-up – Guarantor**

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Guarantor, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment under the Subordinated Guarantee are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Guarantor but at least *pari passu* with all other subordinated obligations of the Guarantor that are not expressed by their terms to rank junior to the Subordinated Guarantee and in priority to the claims of shareholders of the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.

(vi) **No set-off – Guarantor**

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

4. Distributions and other Calculations

(I) Distribution on Fixed Rate Perpetual Securities

(a) Distribution Rate and Accrual

Each Fixed Rate Perpetual Security confers a right to receive distribution on its principal amount outstanding from the Distribution Commencement Date (as defined in Condition 4(II)(c)) in respect thereof applicable to such Perpetual Security at the rate per annum (expressed as a percentage) equal to the Distribution Rate shown on the face of such Perpetual Security payable in arrear on each Distribution Payment Date or Distribution Payment Dates shown on the face of such Perpetual Security in each year.

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

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

(b) Distribution Rate

The Distribution Rate applicable to each Fixed Rate Perpetual Security shall be:

(i) if no Reset Date is specified in the applicable Pricing Supplement:

(1) if no Step-Up Margin is specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security; or

(2) if a Step-Up Margin is specified in the applicable Pricing Supplement, (A) for the period from (and including) the Distribution Commencement Date to (but excluding) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (B) for the period from (and including) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security plus the Step-Up Margin (as specified in the applicable Pricing Supplement); and

(ii) (if a Reset Date is specified in the applicable Pricing Supplement) (1) for the period from (and including) the Distribution Commencement Date to (but excluding) the First Reset Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (2) for the period from (and including) the First Reset Date and each Reset Date (as specified in the applicable Pricing Supplement) falling thereafter to (but excluding) the immediately following Reset Date, the Reset Distribution Rate,

Provided always that if Redemption upon a Change of Control is specified hereon and a Change of Control Margin is specified in the applicable Pricing Supplement, in the event that a Change of Control (as defined in Condition 5(g)) has occurred, so long as the Issuer has not already redeemed the Perpetual Securities in accordance with Condition 5(g), the then prevailing Distribution Rate shall be increased by the Change of Control Margin with effect from, and including the Distribution Payment Date immediately following the date on which the Change of Control occurred (or, if the Change of Control occurs on or after the date which is two business days prior to the immediately following Distribution Payment Date, the next following Distribution Payment Date).

For the purpose of these Conditions:

"**Reset Determination Date**" means the second business day prior to the relevant Reset Date;

"**Reset Distribution Rate**" means the SORA OIS Rate or such other Relevant Rate to be specified in the applicable Pricing Supplement with respect to the relevant Reset Date plus the Initial Spread (as specified in the applicable Pricing Supplement) plus the Step-Up Margin (if applicable, as specified in the applicable Pricing Supplement) plus the Change of Control Margin (if applicable); and

"**SORA OIS Rate**" means (a) the SORA-OIS reference rate for a period equal to the duration of the Reset Period specified in the applicable Pricing Supplement available on the "OTC SGD OIS" page on Bloomberg under "BGN" appearing under the column headed "Ask" (or such other substitute page thereof or if there is no substitute page, the screen page which is the generally accepted page used by market participants at that time as determined by an independent financial institution (which is appointed by the Issuer and notified to the Calculation Agent)) at the close of business on the Reset Determination Date, or (b) if a Benchmark Event has occurred in relation to the "SORA OIS Rate", such rate as determined in accordance with Condition 4(V).

(c) Calculation of Reset Distribution Rate and Distribution Rate

The Calculation Agent will, on the second business day prior to each Step-up Date, each Reset Date or the relevant Distribution Payment Date, calculate the applicable Reset Distribution Rate or, as the case may be, the applicable Distribution Rate payable in respect of each Perpetual Security. The Calculation Agent will cause the applicable Reset Distribution Rate or the relevant Distribution Payment Date determined by it to be notified to the Issuing and Paying Agent, the Trustee, the Issuer and the Guarantor as soon as practicable after its determination but in no event later than the fourth business day thereafter. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent will (in the absence of manifest error) be binding on all parties.

(d) Publication of Relevant Reset Distribution Rate

The Issuer shall cause notice of the then applicable Reset Distribution Rate or the applicable Distribution Rate to be promptly notified to the Perpetual Securityholders in accordance with Condition 14 after determination thereof.

(e) Failure to Determine or Calculate Reset Distribution Rate or Distribution Rate

If the Calculation Agent does not at any material time determine or calculate applicable Reset Distribution Rate or the applicable Distribution Rate, the Issuer shall notify the Trustee and the Issuing and Paying Agent of this failure and promptly appoint an alternative Calculation Agent. In doing so, the alternative Calculation Agent shall apply the foregoing provisions of this Condition 4(I), 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.

(f) Calculations

In the case of a Fixed Rate Perpetual Security, distribution in respect of a period of less than one year will be calculated on the Day Count Fraction shown on the face of the Perpetual Security. The amount of distribution payable per Calculation Amount (as defined in Condition 4(II)(C)) in respect of a Fixed Rate Distribution Period for any Fixed Rate Perpetual Security shall be calculated by multiplying the product of the Distribution Rate and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security and rounding the resultant figure to the nearest sub-unit of the relevant currency.

For the purposes of these Conditions, "**Fixed Rate Distribution Period**" means the period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Payment Date and each successive period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next succeeding Distribution Payment Date.

(II) Distribution on Floating Rate Perpetual Securities

(a) Distribution Payment Dates

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

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

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

(b) Rate of Distribution – Floating Rate Perpetual Securities

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

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

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

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

(1) in the case of Floating Rate Perpetual Securities which are SORA Perpetual Securities, the Rate of Distribution for each Distribution Period will, subject as provided below, be equal to the relevant SORA Benchmark (as defined below) plus or minus the Spread (if any) and the Step-Up Spread (if any).

The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index Average, as follows:

(A) If Compounded Daily SORA ("**Compounded Daily SORA**") is specified in the applicable Pricing Supplement, the SORA Benchmark for each Distribution Period shall be determined based on Compounded Daily SORA which shall be calculated by the Calculation Agent on the relevant Distribution Determination Date in accordance with one of the formulas referenced below depending upon which Observation Method is specified in the applicable Pricing Supplement.

(aa) where Lockout is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards;

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

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"$\mathbf{d_o}$," for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"**Distribution Determination Date**" means the Singapore Business Day immediately following the Rate Cut-off Date;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

"$\mathbf{n}_i$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Rate Cut-Off Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling "***p***" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling "***p***" Singapore Business Days prior to such earlier date, if any, on which the Perpetual Securities become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"**SORA$_i$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period:

I. if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

II. if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period SORA*i***") (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA*i* shall apply to each day falling in the relevant Suspension Period;

"**SORA Reset Date**" means, in relation to any Distribution Period, each Singapore Business Day during such Distribution Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Distribution Period; and

"**Suspension Period**" means, in relation to any Distribution Period, the period from (and including) the date falling "***p***" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Period.

(bb) where Lookback is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"$\mathbf{d_o}$", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"**Distribution Determination Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

"$\mathbf{n}_i$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen**

Page") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"**SORA$_{i-x\ SBD}$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "***p***" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(cc) where Backward Shifted Observation Period is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"**d$_o$**", for any Distribution Period, is the number of Singapore Business Days in the relevant Observation Period;

"**Distribution Determination Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**n$_i$**", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"**SORA**$_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(dd) where Payment Delay is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"**d_o**", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"**Distribution Determination Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Distribution Period provided that the Distribution Determination Date with respect to the final Distribution Period will be the day falling one Singapore Business Day after the Rate-Cut Off Date, unless otherwise specified in the relevant Pricing Supplement;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

"**n_i**", for any day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement);

"**Rate Cut-Off Date**" means the date that is "***p***" Singapore Business Days prior to the relevant redemption date, as applicable (or the date falling "***p***" Singapore Business Days prior to such earlier date, if any, on which the Perpetual Securities become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such day "*i*"; and

"**$SORA_i$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period, the reference rate equal to SORA in respect of that Singapore Business Day.

For the purposes of calculating Compounded Daily SORA with respect to the final Distribution Period ending on the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the Rate Cut-Off Date to (but excluding) the relevant redemption date, as applicable, shall be the level of SORA in respect of such Rate Cut-Off Date.

For the avoidance of doubt, the formulation of the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(B) For each Floating Rate Perpetual Security where the reference rate is specified as being SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Distribution Period shall be determined based on the SORA Index Average which shall be calculated by the Calculation Agent on the relevant Distribution Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

"$\mathbf{d_c}$" means the number of calendar days from (and including) the SORA $\text{Index}_{\text{Start}}$ to (but excluding) the SORA $\text{Index}_{\text{End}}$;

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(i) if a Benchmark Event has not occurred, the "SORA Index Average" shall be calculated on any Distribution Determination Date with respect to an Distribution Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(II)(b)(ii)(1)(A)(cc), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Distribution Period that is used in the definition of SORA $\text{Index}_{\text{Start}}$ as specified in the applicable Pricing Supplement; or

(ii) if a Benchmark Event has occurred, the provisions set forth in Condition 4(V) shall apply;

"**SORA Index$_{\textbf{End}}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the last date of the relevant Distribution Period;

"**SORA Index$_{\textbf{Start}}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Distribution Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(C) If, subject to Condition 4(V), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day "*i*", SORA in respect of such day "*i*" has not been published and a Benchmark Event has not occurred, then SORA for that day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(D) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement), subject to Condition 4(V), the Rate of Distribution shall be:

I. that determined as at the last preceding Distribution Determination Date or, as the case may be, Rate Cut-off Date (though substituting, where a different Spread (if any), Step-Up Spread (if any) or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Spread, Step-Up Spread or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Spread, Step-Up Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or

II. if there is no such preceding Distribution Determination Date or, as the case may be, Rate Cut-off Date, the initial Rate of Distribution which would have been applicable to such Series of Perpetual Securities for the first Distribution Period had the Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Spread, Step-Up Spread or Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period (if any)).

If the relevant Series of Perpetual Securities become due and payable in accordance with Condition 9, the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Distribution on such Perpetual Securities shall, for so long as any such Perpetual Security remains outstanding, be that determined on such date.

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

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

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

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

and as adjusted by the Spread (if any) and the Step-Up Spread (if any);

(B) if the Primary Source for the Floating Rate Perpetual Security is Reference Banks or if paragraph (b)(ii)(2)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Distribution Determination Date or if paragraph (b)(ii)(2)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Distribution Determination Date, subject as provided below, the Rate of Distribution shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Distribution Determination Date and as adjusted by the Spread (if any) and the Step-Up Spread (if any); and

(C) if paragraph (b)(ii)(2)(B) applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Distribution shall be the Rate of Distribution determined on the previous Distribution Determination Date.

(iii) On the last day of each Distribution Period, (except as otherwise specified in the applicable Pricing Supplement) the Issuer will pay distribution on each Floating Rate Perpetual Security to which such Distribution Period relates at the Rate of Distribution for such Distribution Period.

(iv) For the avoidance of doubt, in the event that the Rate of Distribution in relation to any Distribution Period is less than zero, the Rate of Distribution in relation to such Distribution Period shall be equal to zero.

(v) If the applicable Pricing Supplement specifies a Minimum Rate of Distribution for any Distribution Period, then, in the event that the Rate of Distribution in respect of such Distribution Period determined in accordance with Condition 4(II)(b) is less than such Minimum Rate of Distribution, the rate of Distribution for such Distribution Period shall be such Minimum Rate of Distribution.

(vi) If the applicable Pricing Supplement specifies a Maximum Rate of Distribution for any Distribution Period, then, in the event that the Rate of Distribution in respect of such Distribution Period determined in accordance with Condition 4(II)(b) is more than such Maximum Rate of Distribution the rate of Distribution for such Distribution Period shall be such Maximum Rate of Distribution.

(c) Definitions

As used in these Conditions:

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

"**business day**" means, in respect of each Perpetual Security, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which Euroclear, Clearstream, Luxembourg and/or the Depository, as applicable, are operating, (ii) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the country of the Issuing and Paying Agent's specified office and (iii) (if a payment is to be made on that day):

(i) (in the case of Perpetual Securities denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore;

(ii) (in the case of Perpetual Securities denominated in Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and on which the TARGET System is open for settlement in Euros; and

(iii) (in the case of Perpetual Securities denominated in a currency other than Singapore Dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and the principal financial centre for that currency;

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

"**Day Count Fraction**" means, in respect of the calculation of an amount of distribution in accordance with Condition 3:

(i) if "Actual/Actual" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period divided by 365 (or, if any portion of that Fixed Rate Distribution Period or, as the case may be, Distribution Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Fixed Rate Distribution Period or, as the case may be, Distribution Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Fixed Rate Distribution Period or, as the case may be, Distribution Period falling in a non-leap year divided by 365);

(ii) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period in respect of which payment is being made divided by 360; and

(iii) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period in respect of which payment is being made divided by 365;

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

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

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

"**Offshore Renminbi Centre**" means the offshore Renminbi centre(s) specified as such in the applicable Pricing Supplement;

"**PRC**" means the People's Republic of China which, for the purposes of the Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Primary Source**" means (i) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Bloomberg Agency or the Reuters Monitor Money Rates Service ("**Reuters**")) agreed to by the Calculation Agent or (ii) the Reference Banks, as the case may be;

"**Reference Banks**" means the institutions specified as such hereon or, if none, three major banks selected by the Issuer (or an independent advisor appointed by it) in the interbank market that is most closely connected with the Benchmark;

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

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

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

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

"**Renminbi**" means the lawful currency of PRC;

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

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

(III) Calculations

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

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

(b) Notification

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

(c) Failure to Determine or Calculate Rate of Distribution or Distribution Amount

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

(d) Calculation Agent and Reference Banks

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

(IV) Distribution Discretion

(a) Optional Payment

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

If Dividend Pusher is set out hereon, the Issuer may not elect to defer any distribution if during the period (the "**Reference Period**") ending on the day before that scheduled Distribution Payment Date (such Reference Period to be specified in the applicable Pricing Supplement), either or both of the following (each such event hereinafter referred to as a "**Compulsory Distribution Payment Event**") have occurred:

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

(ii) any of the Issuer's Junior Obligations or the Guarantor's Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a *pro-rata* basis) any of the Issuer's Parity Obligations or any of the Guarantor's Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration,

in each case, other than (A) in connection with any employee share option scheme, employee benefit plan or other similar arrangement with or for the benefit of the employees, officers, directors or consultants of the Issuer or the Guarantor or any of their respective subsidiaries, (B) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor or (C) as specified in the applicable Pricing Supplement. For the avoidance of doubt, a Compulsory Distribution Payment Event does not include (I) a declaration or payment of any dividends or distributions by any subsidiary of the Issuer or the Guarantor on or in respect of the shares of such subsidiary and (II) a payment made by the Issuer, the Guarantor or any of their respective subsidiaries on any instruments or guarantees issued by it in respect of any inter-company loans or any banking or other facilities or any other obligations which, in each case, does not rank and is not expressed to rank (by its terms or by operation of law) junior to the Perpetual Securities.

In these Conditions, "**Junior Obligation**" means, in relation to the Issuer or the Guarantor, any of its ordinary shares and any class of its share capital and any other instruments or securities (including without limitation any preference shares) issued or guaranteed by the Issuer or, as the case may be, the Guarantor that ranks or is expressed to rank, whether by its terms or by operation of law, junior to the Perpetual Securities or, as the case may be, the Guarantee (as defined in the Trust Deed).

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

(b) No obligation to pay

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

(c) Non-Cumulative Deferral and Cumulative Deferral

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

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro-rata* basis.

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

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

(d) Restrictions in the case of Non-Payment

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

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

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

in each case, other than (A) in connection with any employee share option scheme, employee benefit plan or other similar arrangement with or for the benefit of the employees, officers, directors or consultants of the Issuer or the Guarantor or any of their respective subsidiaries, (B) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor and (C) as specified in the applicable Pricing Supplement, unless and until (I) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (II) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (III) the Issuer or, as the case may be, the Guarantor is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders.

For the avoidance of doubt, nothing in this Condition 4(IV)(d) shall restrict (1) any subsidiary of the Issuer or the Guarantor from declaring or paying any dividends or distribution on or in respect of the shares of such subsidiary or (2) the Issuer, the Guarantor or any of their respective subsidiaries from making payment on any instruments or guarantees issued by it in respect of any inter-company loans or any banking or other facilities or any other obligations which, in each case, does not rank and is not expressed to rank (by its terms or by operation of law) junior to the Perpetual Securities.

(e) Satisfaction of Optional Distribution or Arrears of Distribution

The Issuer:

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

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

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

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

(C) the date such amount becomes due under Condition 9 or on a winding-up of the Issuer or the Guarantor.

Any partial payment of an Optional Distribution or Arrears of Distribution, as the case may be, by the Issuer shall be shared by the Perpetual Securityholders of all outstanding Perpetual Securities on a *pro-rata* basis.

(f) No default

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

(V) Benchmark Discontinuation and Replacement

(a) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant (in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date when any Distribution Rate or (as the case may be) Rate of Distribution (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(V)(b)) and an Adjustment Spread, if any (in accordance with Condition 4(V)(c)) and any Benchmark Amendments (in accordance with Condition 4(V)(d)) by no later than five Business Days prior to the relevant Reset Determination Date or (as the case may be) Distribution Determination Date.

An Independent Adviser appointed pursuant to this Condition 4(V) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Perpetual Securityholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(V).

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement prior to the relevant Reset Determination Date or (as the case may be) Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 4(V)) and an Adjustment Spread, if any (in accordance with Condition 4(V)(c)) and any Benchmark Amendments (in accordance with Condition 4(V)(d)).

If the Issuer is unable to or does not determine the Benchmark Replacement by ten business days prior to the relevant Reset Determination Date in respect of a Reset Date (the "**Original Reset Date**") or (as the case may be) Distribution Determination Date, the Distribution Rate or (as the case may be) Rate of Distribution applicable to the relevant current Distribution Period shall be equal to the Distribution Rate or (as the case may be) Rate of Distribution last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate or (as the case may be) Rate of Distribution shall be the initial Distribution Rate or (as the case may be) Rate of Distribution. Where a different Step-Up Margin, Change of Control Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Step-Up Margin, Change of Control Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the relevant Distribution Period shall be substituted in place of the Step-Up Margin, Change of Control Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period or (in the case where no Step-Up Margin or Change of Control Margin applied in the last preceding Distribution Period and a Step-Up Margin or Change of Control Margin is to be applied to the relevant Distribution Period), such Step-Up Margin or Change of Control Margin shall be applied to the relevant Distribution Period. The foregoing shall (other than in the case of Fixed Rate Perpetual

Securities) apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(V)(a), and (in the case of Fixed Rate Perpetual Securities) apply to the relevant next Distribution Period falling immediately after the Original Reset Date only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(V)(a), and (in the case of Fixed Rate Perpetual Securities) such relevant Reset Date shall be adjusted so that it falls on the Distribution Payment Date immediately after the Original Reset Date (the "**Adjusted Reset Date**"). For the avoidance of doubt, (1) this paragraph shall apply, *mutatis mutandis*, to each Adjusted Reset Date until the Successor Rate or the Alternative Rate (as the case may be) is determined in accordance with this Condition 4(V)(a) and (2) notwithstanding any other provisions of this Condition 4(V)(a), the Reset Dates falling after any Adjusted Reset Date shall continue to fall on the dates falling every Reset Period after the First Reset Date (subject to adjustment pursuant to this Condition 4(V)(a)) and the Reset Period shall remain unchanged.

(b) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) shall (subject to adjustments as provided in Condition 4(V)(c)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate or (as the case may be) Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4(V)).

(c) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines:

(i) that an Adjustment Spread is required to be applied to the Benchmark Replacement; and

(ii) the quantum of, or a formula or methodology for determining such Adjustment Spread,

then such Adjustment Spread shall be applied to the Benchmark Replacement.

(d) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines:

(i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread; and

(ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(V)(e), without any requirement for the consent or approval of Perpetual Securityholders vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by a duly authorised signatory of the Issuer pursuant to Condition 4(V)(e), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Perpetual Securityholders, be obliged to concur with the Issuer in using commercially reasonable endeavours in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Issuing and Paying Agent or the Calculation Agent (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Trustee, the Calculation Agent, the Transfer Agents, the Registrar and the Paying 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 in order to give effect to this Condition 4(V). Perpetual Securityholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 4(V)(d), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(e) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(V) will be notified promptly by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 14, the Perpetual Securityholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by a duly authorised signatory of the Issuer:

(i) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement, (3) where applicable, any Adjustment Spread and/or (4) the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(V); and

(ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. Further, none of the Trustee, the Paying Agents, the Calculation Agent, the Registrar or the Transfer Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to the Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents and the Perpetual Securityholders and the Couponholders.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 4(V)(a), 4(V)(b), 4(V)(c) and 4(V)(d), the Original Reference Rate and the fallback provisions provided for in Condition 4, as applicable, will continue to apply unless and until the Trustee, the Paying Agents and the Calculation Agent have been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(V)(e).

(g) Definitions

As used in this Condition 4(V):

"**Adjustment Spread**" means either:

(i) a spread (which may be positive, negative or zero); or

(ii) the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Perpetual Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(1) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(2) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

(3) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread

adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines in accordance with Condition 4(V)(b) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities (including, but not limited to applicable government bonds);

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Distribution Period", timing and frequency of determining rates and making payments of distribution, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Reset Period or, as the case may be, the Distribution Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is reasonably necessary);

"**Benchmark Event**" means one or more of the following events:

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

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or

(vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Perpetual Securityholder or Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur:

(1) in the case of paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;

(2) in the case of paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and

(3) in the case of paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement;

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) cannot determine the Interpolated Benchmark, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be):

(i) Identified SORA;

(ii) the Successor Rate;

(iii) the ISDA Fallback Rate; and

(iv) the Alternative Rate;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (i) selected or recommended by the Relevant Nominating Body, or (ii) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated securities;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(V)(a);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (i) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (ii) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Distribution Rate or (as the case may be) Rate of Distribution (or any component part thereof) on the Perpetual Securities, provided that if a Benchmark Event has occurred with respect to the then-current Original Reference Rate, then Original Reference Rate means the applicable Benchmark Replacement;

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(3) a group of the aforementioned central banks or other supervisory authorities; or

(4) the Financial Stability Board or any part thereof;

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the Corresponding Tenor.

5. Redemption and Purchase

(a) No Fixed Redemption Date

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

(b) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may at its option, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued (including any Arrears of Distribution and any Additional Distribution Amount) to (but excluding) the date fixed for redemption.

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

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

(c) Redemption for Taxation Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

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

   (1) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) of the Income Tax Act 1947 of Singapore ("**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; and/or

   (2) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption on interest for "qualifying debt securities" under the ITA; or

(ii) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public or becomes effective on or after the Issue Date or any other date specified in the Pricing Supplement, and such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Issuing and Paying Agent and the Trustee (i) a certificate signed by a director or a duly authorised signatory of the Issuer or, as the case may be, 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 so to redeem have occurred, and (ii) in the case of a notice of redemption pursuant to Condition 5(c)(ii), an opinion of independent legal, tax or other professional advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or is likely to become obliged to pay such additional amounts as a result of such change, amendment, interpretation or pronouncement, and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Perpetual Securityholders.

(d) Redemption for Accounting Reasons

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

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

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

(ii) an opinion of the Issuer's independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard is due to take effect, and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Perpetual Securityholders.

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

(e) Redemption for Tax Deductibility

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

(i) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(1) any amendment to, or change in, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated or issued is made public or becomes effective on or after the Issue Date;

(2) any amendment to, or change in, an application or official interpretation of any such laws, regulations, rulings or other administrative pronouncements by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated or issued is made public or becomes effective on or after the Issue Date; or

(3) any generally applicable official interpretation or pronouncement which is made public or issued or announced on or after the Issue Date that provides for a position with respect to such laws, regulations, rulings or other administrative pronouncements that differs from the previously generally accepted position which was made public or issued or announced before the Issue Date,

the distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA; or

(ii) the Issuer receiving a ruling from the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not or will no longer be regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA.

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

(A) a certificate, signed by a director or a duly authorised signatory of the Issuer, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(B) in the case of a notice of redemption pursuant to Condition 5(e)(i), an opinion of the Issuer's independent tax or legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change, amendment, interpretation or pronouncement has taken place or is due to take effect,

and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Perpetual Securityholders.

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

(f) Redemption in the case of Minimal Outstanding Amount

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

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

(g) Redemption upon a Change of Control

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders and the Trustee (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) following the occurrence of a Change of Control (as defined in the applicable Pricing Supplement).

(h) Purchases

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

Perpetual Securities purchased by the Issuer, the Guarantor or any of their respective subsidiaries may be surrendered by the purchaser through the Issuer to, in the case of Bearer Securities, the Issuing and Paying Agent and, in the case of Registered Securities, the Registrar for cancellation or may, at the option of the Issuer, the Guarantor or, as the case may be, the relevant subsidiary, be held or resold.

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

(i) Cancellation

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

6. Payments

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

Payments of principal and distribution in respect of Bearer Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Perpetual Securities or, as the case may be, Coupons:

(i) (in the case of a currency other than Renminbi) at the specified office of any Paying Agent by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency; and

(ii) (in the case of Renminbi) by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

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

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

(ii) Distribution on Registered Perpetual Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Registered Perpetual Security shall be made:

(1) (in the case of a currency other than Renminbi) by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency; and

(2) (in the case of Renminbi) by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(c) Payments subject to law etc.

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 7, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Perpetual Securityholders or Couponholders in respect of such payments.

The Agency Agreement provides that each Perpetual Securityholder is deemed to have agreed to provide the Issuing and Paying Agent the Securityholder Tax Identification Information and Securityholder FATCA Information. Each Perpetual Securityholder acknowledges that the Issuing and Paying Agent has the right, under the Agency Agreement and the Perpetual Securities, to withhold distribution payable with respect to the Perpetual Securities (without any corresponding gross-up) on any beneficial owner of an interest in a Perpetual Security that fails to comply with the foregoing requirements.

Further, the Trust Deed provides that notwithstanding any other provision of the Trust Deed, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under any Perpetual Securities for or on account of any tax, if and only to the extent so required by Applicable Law (as defined in the Trust Deed), in which event the Trustee shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority (as defined in the Trust Deed) within the time allowed for the amount so deducted or withheld.

(d) Appointment of Agents

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

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

The Agency Agreement may be amended by the Issuer, the Guarantor, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee, without the consent of any holder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer, the Guarantor, the CDP Issuing and Paying Agent the Non-CDP Issuing and Paying Agent, the CDP Calculation

Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee may mutually deem necessary or desirable and which does not, in the opinion of the Issuer, the Guarantor, the CDP Issuing and Paying Agent, the Non-CDP Issuing and Paying Agent, the CDP Calculation Agent, the Non-CDP Calculation Agent, the CDP Transfer Agent, the Non-CDP Transfer Agent, the CDP Registrar, the Non-CDP Registrar and the Trustee, materially and adversely affect the interests of the holders.

(e) Unmatured Coupons and unexchanged Talons

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

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

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

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

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

(f) Talons

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

(g) Non-business days

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

7. Taxation

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

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

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

(c) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days.

Notwithstanding any other provision of these Conditions, in no event will the Issuer or the Guarantor be required to pay any additional amounts in respect of the Perpetual Securities and the Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used in these Conditions, "**Relevant Date**" in respect of any Perpetual Security or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Perpetual Securityholders in accordance with Condition 14 that, upon further presentation of the Perpetual Security (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Perpetual Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5, "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" shall be deemed to include any additional amounts in respect of principal, premium, Redemption Amount or distribution (as the case may be) which may be payable under this Condition 7.

8. Prescription

Claims against the Issuer or, as the case may be, the Guarantor for payment in respect of the Perpetual Securities and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within three years from the appropriate Relevant Date for payment.

9. Non-payment

(a) Proceedings for Winding-Up

If any of the following events ("**Enforcement Events**") occurs, the Trustee may, subject to the provisions of Condition 9(c), institute proceedings for the winding-up of the Issuer and/or the Guarantor and/or prove in the winding-up of the Issuer and/or the Guarantor and/or claim in the liquidation of the Issuer and/or the Guarantor for the payment of the Perpetual Securities at their principal amount together with any distribution (including any outstanding Arrears of Distribution and any Additional Distribution Amount) accrued to such date:

(i) the Issuer fails to pay the principal of or any distributions (including any Arrears of Distribution and any Additional Distribution Amount) on any of the Perpetual Securities when due or the Guarantor fails to pay any amount under the Guarantee when due, and, in each case, such failure continues for a period of 10 business days; or

(ii) a final and effective order is made or an effective resolution is passed for the bankruptcy, winding-up, liquidation, receivership or similar proceedings of the Issuer or the Guarantor.

Notwithstanding any of the provisions in this Condition 9, the right to institute proceedings for winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV). In addition, nothing in this Condition 9, including any restriction on commencing proceedings, shall in any way restrict or limit the rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer and/or the Guarantor in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Perpetual Securities, the Guarantee or the Trust Deed.

(b) Enforcement

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

(c) Entitlement of Trustee

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

(d) Right of Perpetual Securityholders or Couponholder

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

(e) Extent of Perpetual Securityholders' remedy

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

10. Meeting of Perpetual Securityholders and Modifications

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

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

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

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

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

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

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

12. Further Issues

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

13. Indemnification of the Trustee

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

14. Notices

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

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

Until such time as any Definitive Securities (as defined in the Trust Deed) or Certificates are issued, there may, so long as the Global Security(ies) or Global Certificate(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream, Luxembourg, the Depository and/or any other clearing system, be substituted for such publication in such newspapers the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg, (subject to the agreement of the Depository) the Depository and/or such other clearing system for communication by it to the Perpetual Securityholders, except that if the Perpetual Securities are listed on the Singapore Exchange Securities Trading Limited and the rules of such exchange so require, notice will (unless waived by such exchange) in any event be published in accordance with the first paragraph above. Any such notice shall be deemed to have been given to the Perpetual Securityholders on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system.

Notices to be given by any Perpetual Securityholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Perpetual Security or Perpetual Securities, with the Issuing and Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Certificates). Whilst the Perpetual Securities are represented by a Global Security or a Global Certificate, such notice may be given by any Perpetual Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar and Euroclear, Clearstream, Luxembourg, the Depository and/or such other clearing system may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Perpetual Securityholders 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. Governing Law

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

16. Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Perpetual Securities under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

CDP Issuing and Paying Agent, CDP Transfer Agent, CDP Registrar and CDP Calculation Agent
The Bank of New York Mellon, Singapore Branch
One Temasek Avenue
#02-01 Millennia Tower
Singapore 039192

Non-CDP Issuing and Paying Agent and Non-CDP Calculation Agent
The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

Non-CDP Transfer Agent and Non-CDP Registrar
The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building-Polaris
2-4, rue Eugène Ruppert
L-2453 Luxembourg

RISK FACTORS

Prior to making an investment or divestment decision, prospective investors in or existing holders of the Securities should carefully consider all the information set forth in this Information Memorandum and any documents incorporated by reference herein, including the risk factors set out below.

The Issuer believes that the following risk factors may affect its ability to fulfill its obligations under the Securities issued under the Programme. Most of these risk factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The risk factors set out below do not purport to be complete or comprehensive of all the risks that may be involved in the businesses, assets, results of operations, financial condition, net sales, revenues, profitability, liquidity, capital resources, performance and/or prospects of the Issuer, the Guarantor or the Group or any decision to subscribe for, purchase, sell, hold, own or dispose of the Securities. Additional risks which the Issuer or the Guarantor is currently unaware of or currently deems immaterial may also impair the businesses, results of operations, financial condition, net sales, revenues, profitability, liquidity, capital resources, performance and/or prospects of the Issuer, the Guarantor and/or the Group. In such cases, the ability of the Issuer and/or the Guarantor to comply with its obligations under the Trust Deed and the Securities may be adversely affected and investors may lose all or part of their investment in the Securities.

Limitations of this Information Memorandum

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

This Information Memorandum contains forward-looking statements. These forward-looking statements are based on a number of assumptions which are subject to uncertainties and contingencies, many of which are outside of the Issuer's control. The forward-looking information in this Information Memorandum may prove inaccurate. Please see the section on "Forward-Looking Statements" on page 8 of this Information Memorandum.

Any published unaudited interim financial statements in respect of the Issuer, the Guarantor or the Group which are included in this Information Memorandum, or which are, from time to time, deemed to be incorporated by reference in this Information Memorandum will not have been audited or subject to review by the auditors in respect of the Issuer, the Guarantor and/or the Group, as the case may be, and may be different had they been audited or reviewed.

Risks relating to the Securities generally

(a) *Limited liquidity of the Securities issued under the Programme*

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

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

The Securities may have no established trading market when issued, and one may never develop. Even if a market for the Securities does develop, there can be no assurance as to the liquidity or sustainability of any such market. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Securities that are especially sensitive to interest rate, currency or market risks, and are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. The lack of liquidity may have a severely adverse effect on the market value of the Securities.

(b) *Fluctuation of market value of Securities issued under the Programme*

Trading prices of the Securities are influenced by numerous factors, including (i) the market for similar notes and/or perpetual securities, (ii) the respective operating results and/or financial condition of the Issuer, the Guarantor and/or their respective subsidiaries (if any) and/or associated companies (if any), and (iii) the political, economic, financial and any other factors that can affect the capital markets, the industry, the Issuer, the Guarantor, their respective subsidiaries (if any) and/or associated companies (if any) generally. Adverse economic developments in Singapore as well as countries in which the Issuer, the Guarantor, their respective subsidiaries (if any) and/or associated companies (if any) operate or have business dealings could have a material adverse effect on the business, financial performance, operating results and/or the financial condition of the Issuer, the Guarantor, their respective subsidiaries (if any) and/or associated companies (if any). As a result, the market price of the Securities may be above or below the price at which the Securities were initially issued to the market.

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

(c) *Interest rate risk*

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

(d) *Exchange rate risks and exchange controls may result in investors receiving less interest, distributions or principal than expected*

The Issuer and the Guarantor will pay principal, distributions and/or interest on the Securities 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 Securities, (ii) the Investor's Currency equivalent value of the principal payable on the Securities and (iii) the Investor's Currency equivalent market value of the Securities.

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

(e) *Inflation risk*

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

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

(g) *Modifications and waivers*

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

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

(h) *Change of law*

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

(i) *The Securities are not secured*

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

The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law) of the Guarantor. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor.

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

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

Securities issued under the Programme may be represented by one or more Global Securities or Global Certificates. Such Global Securities and Global Certificates will be deposited with or registered in the name of, or in the name of a nominee of, the Common Depositary, or lodged with CDP (each of Euroclear, Clearstream, Luxembourg and CDP, a "**Clearing System**"). Except in the circumstances described in the relevant Global Security or Global Certificate, investors will not be entitled to receive Definitive Securities. The relevant Clearing System(s) and their respective direct and indirect participants will maintain records of the beneficial interests in the Global Securities and Global Certificates held through it. While the Securities are represented by one or more Global Securities or Global Certificates, investors will be able to trade their beneficial interests only through the relevant Clearing Systems and their respective participants.

While the Securities are represented by one or more Global Securities or Global Certificates, the Issuer will discharge its payment obligations under the Securities by making payments to CDP or such other Clearing System and its participants, as the case may be, for distribution to their account holders.

A holder of beneficial interest in the Global Securities or Global Certificates must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Securities. Neither the 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 Securities or Global Certificates. Holders of beneficial interests in the Global Securities and Global Certificates will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System(s) to appoint appropriate proxies.

Similarly, holders of beneficial interests in the Global Securities and Global Certificates will not have a direct right under the Global Securities and Global Certificates to take enforcement action against the Issuer or Guarantor in the event of default under the relevant Securities or an enforcement event under the relevant Perpetual Securities but will have to rely upon their rights under the Trust Deed.

(k) *The Securities may not be a suitable investment for all investors*

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

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

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

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with principal, interest or distributions (as the case may be) payable in one or more currencies, or where the currency for principal, interest or distribution payments is different from the potential investor's currency;

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

(v) 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.

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

(l) *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to investment laws and regulations, review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) it is permitted to invest in the Securities, (ii) the Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or the pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

(m) *The Trustee may request the Securityholders to provide an indemnity and/or security to its satisfaction before taking action on behalf of Securityholders*

In certain circumstances (pursuant to Condition 11 of the Notes or Condition 9 of the Perpetual Securities), the Trustee may (at its sole discretion) request Securityholders to provide an indemnity and/or security to its satisfaction before it takes action on behalf of Securityholders. The Trustee shall not be obliged to take any such action if not indemnified and/or secured to its satisfaction. Negotiating and agreeing to an indemnity and/or security can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take action, notwithstanding the provision of an indemnity or security to it, in breach of the terms of the Trust Deed and in circumstances where there is uncertainty or dispute as to the applicable laws or regulations and, to the extent permitted by the agreements and the applicable law, it will be for the Securityholders to take such actions directly.

(n) *Currency risk associated with Securities denominated in foreign currencies*

The Issuer's and the Guarantor's revenue is generally denominated in Singapore Dollars and the majority of the Issuer's and the Guarantor's operating expenses are generally incurred in Singapore Dollars as well. As the Securities can be denominated in currencies other than Singapore Dollars, the Issuer and/or the Guarantor may be affected by fluctuations between the Singapore Dollar and such foreign currencies in meeting the payment obligations under such Securities and there is no assurance that Issuer and/or the Guarantor may be able to fully hedge the currency risks associated with such Securities denominated in foreign currencies.

(o) *Application of applicable Singapore insolvency and related laws to the Issuer or the Guarantor may result in a material adverse effect on the Securityholders*

There can be no assurance that the Issuer or (where applicable) the Guarantor will not become bankrupt or insolvent, or be the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency related proceedings or procedures. In the event of an insolvency or near insolvency of the Issuer or (where applicable) the Guarantor, the application of certain provisions of Singapore insolvency and related laws may have a material adverse effect on the Securityholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Securityholders.

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

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

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

(p) *The regulation and reform of "benchmark" rates of interest and indices may adversely affect the value of Securities linked to or referencing such "benchmarks"*

Interest rates and indices which are deemed to be "benchmarks" (including LIBOR, EURIBOR, SOR and SIBOR) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**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 ("**EU**"). Among other things, it (a) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (b) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The 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 UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (the "**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

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

More broadly, any of the national or 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.

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

On 5 March 2021, the FCA announced, inter alia, the dates on which the various LIBOR rates in respect of various currencies will either cease to be provided or cease to be representative of their underlying market, with such end-date falling either on 31 December 2021 or by 30 June 2023.

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

As the SOR methodology relies on USD LIBOR in its computation, the likely discontinuation of LIBOR after June 2023 will impact the future sustainability of SOR. On 30 August 2019, the MAS announced that it had established an industry-led steering committee, the Steering Committee for SOR Transition to SORA (the "**SC-STS**") to oversee an industry-wide interest rate benchmark transition from the SOR to the Singapore Overnight Rate Average ("**SORA**"). On 5 August 2020, MAS announced several initiatives to support the adoption of SORA, including prescribing SORA as a financial benchmark under the SFA. The initiatives aim to catalyse greater activity in SORA markets, safeguard the benchmark's integrity and enhance market confidence in SORA. Similarly, the Association of Banks in Singapore has also proposed to discontinue certain tenors for SIBOR and to amend the methodology for determining SIBOR. On 27 October 2020, the SC-STS announced industry timelines to support a coordinated shift away from the use of SOR in financial products, and to concurrently accelerate usage of SORA. SOR is set to be discontinued alongside LIBOR discontinuation after June 2023 and more specifically, all lenders and borrowers are to cease the issuance of SOR-linked loans and securities that mature after end-2021. On 29 July 2021, the SC-STS published a report setting out updated timelines and key recommendations for the industry-wide transition of financial contracts away from the legacy use of SOR. The recommendations cover a wide spectrum of financial products across wholesale and retail markets, and aim to facilitate a smooth transition out of SOR contracts.

Investors should note that, subject further to the terms of the relevant Securities, such announcements set out in the preceding paragraphs may be construed as a relevant Benchmark Event (as defined in the Conditions) having occurred.

Such factors may have (without limitation) the following effects on certain benchmarks: (a) discouraging market participants from continuing to administer or contribute to a benchmark, (b) triggering changes in the rules or methodologies used in the benchmark and/or (c) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

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

The Conditions provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a benchmark replacement, successor rate or an alternative rate and that such successor rate or alternative rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark.

If, following the occurrence of a Benchmark Event, no benchmark replacement, successor rate or alternative rate is determined, the ultimate fallback for the purposes of calculation of (in the case of Floating Rate Notes or Floating Rate Perpetual Securities) the rate of interest for a particular interest period may result in the rate of interest for the last preceding interest period being used. This may result in the effective application of a fixed rate for such Securities based on the previous applicable rate. Due to the uncertainty concerning the availability of benchmark replacements, successor rates and alternative rates and the involvement of an Independent Adviser and the potential for further regulatory developments, there is the risk that the relevant fallback provisions may not operate as intended at the relevant time.

The use of a benchmark replacement, successor rate or alternative rate (including with the application of an adjustment spread) may result in any Securities linked to or referencing the relevant benchmark replacement, successor rate or alternative rate performing differently (which may include payment of a lower rate of interest than they would if the relevant reference rate were to continue to apply in its current form).

Investors should be aware that, when SOR or SIBOR is discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes or Floating Rate Perpetual Securities which reference SOR or SIBOR will be determined for the relevant period by the fallback provisions applicable to such Securities. Depending on the manner in which SOR or SIBOR is to be determined under the Conditions, this may in certain circumstances (a) be reliant upon the provision by reference banks of offered quotations for SOR or SIBOR which, depending on market circumstances, may not be available at the relevant time or (b) result in the effective application of a fixed rate for Floating Rate Notes or, as the case may be, Floating Rate Perpetual Securities based on the rate which was last observed on the relevant Screen Page. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes or, as the case may be, Floating Rate Perpetual Securities which reference SOR or SIBOR.

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

Investors should be aware that the market continues to develop in relation to risk free rates as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates. Please refer to the risk factor entitled "*The regulation and reform of "benchmark" rates of interest and indices may adversely affect the value of Securities linked to or referencing such "benchmarks*" for further details of the recent interest rates and benchmarks reform.

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

Furthermore, the basis of deriving certain risk free rates, such as SORA, may mean that interest on the Securities which reference any such risk free rate would only be capable of being determined after the end of the relevant observation period and immediately prior to the Interest Payment Date or, as the case may be, Distribution Payment Date. It may be difficult for investors in Securities which reference any such risk free rate to accurately estimate the amount of interest or distribution which will be payable on such Securities, and some investors may be unable or unwilling to trade such Securities without changes to their IT systems, both of which could adversely impact the liquidity of such Securities. Further, in contrast to SIBOR-linked securities, if Securities referencing SORA become due and payable as a result of an event of default or enforcement event under the Conditions, the rate of interest payable for the final Interest Period or, as the case may be, Distribution Period in respect of such Securities may only be determined on the date which the Securities become due and payable. Investors should consider these matters when making their investment decision with respect to any such Securities.

In addition, the manner of adoption or application of risk free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Securities referencing such risk free rates. Since risk free rates are relatively new market indices, Securities linked to any such risk free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk free rate, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Securities may be lower than those of later-issued indexed debt securities as a result. Further, if any risk free rate to which a series of Securities is linked does not prove to be widely used in securities like the Securities, the trading price of such Securities linked to a risk free rate may be lower than those of Securities linked to indices that are more widely used. Investors in such Securities may not be able to sell such Securities at all or may not be able to sell such Securities at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that any risk free rate to which a series of Securities is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Securities referencing such risk free rate. If the manner in which such risk free rate is calculated is changed, that change may result in a reduction of the amount of interest or distribution payable on such Securities and the trading prices of such Securities.

(r) *The Issuer, the Guarantor and other non-U.S. financial institutions through which payments on the Securities are made may be required to make withholdings pursuant to U.S. foreign account tax compliance provisions*

Pursuant to the foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 ("**FATCA**"), the Issuer, the Guarantor and other non-U.S. financial institutions through which payments on the Securities are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made after 31 December 2018 in respect of (i) any Securities issued or materially modified on or after the later of (a) 1 July 2014, and (b) the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register and (ii) any Securities which are treated as equity for U.S. federal tax purposes, whenever issued. Under existing guidance, this withholding tax may be triggered on payments on the Securities if (i) the Issuer or, as the case may be, the Guarantor is a foreign financial institution ("**FFI**") (as defined in FATCA) which enters into and complies with an agreement with the U.S. Internal Revenue Service to provide certain information on its account holders (making the Issuer or, as the case may be, the Guarantor a "**Participating FFI**"), (ii) the Issuer or, as the case may be, the Guarantor is required to withhold on "foreign passthru payments", and (iii)(a) an investor does not provide information sufficient for the relevant Participating FFI to determine whether the investor is subject to withholding under FATCA, or (b) any FFI to or through which payment on such Securities is made is not a Participating FFI or otherwise exempt from FATCA withholding.

Singapore and the United States have signed a FATCA Model 1 Intergovernmental Agreement on 9 December 2014 to help implement FATCA for certain Singaporean entities. The full impact of such an agreement on the Issuer, the Guarantor and their reporting and withholding responsibilities under FATCA is unclear.

If an amount in respect of U.S. and Singapore withholding tax were to be deducted or withheld from interest, distribution, principal or other payments on the Securities as a result of FATCA, none of the Issuer, the Guarantor, the Trustee, any paying agent or any other person would, pursuant to the Terms and Conditions of the Notes or the Terms and Conditions of the Perpetual Securities be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest, distribution or principal than expected. Holders of the Securities should consult their own tax advisers on how these rules may apply to payments they receive under the Securities.

Risks relating to the Notes

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

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

(b) *The Notes may be subject to optional redemption by the Issuer*

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

(c) *Variable Rate Notes may have a multiplier or other leverage factor*

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

(d) *Singapore taxation risk*

The Notes to be issued from time to time under the Programme during the period from the date of this Information Memorandum to 31 December 2023 are intended to be "qualifying debt securities" for the purposes of the ITA subject to the fulfilment of certain conditions more particularly described in the section "Taxation – Singapore Taxation". However, there is no assurance that the holders of the Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Risks relating to the Perpetual Securities

(a) *Perpetual Securities may be issued for which investors have no right to require redemption*

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

(b) *If so specified in the applicable Pricing Supplement, Perpetual Securityholders may not receive distribution payments if the Issuer elects not to pay all or a part of a distribution under the Conditions of the Perpetual Securities*

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

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

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

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

(d) *There are limited remedies for non-payment under the Perpetual Securities and the Guarantee*

Any scheduled distribution will not be due if the Issuer elects not to pay all or a part of that distribution pursuant to the Conditions of the Perpetual Securities. Notwithstanding any of the provisions relating to non-payment defaults, the right to institute winding-up proceedings is limited to circumstances where payment has become due and the Issuer (failing which, the Guarantor) fails to make the payment within 10 business days of its due date. The only remedy against the Issuer and/or the Guarantor available to any Perpetual Securityholder for recovery of amounts in respect of the Perpetual Securities following the occurrence of a payment default after any sum becomes due in respect of the Perpetual Securities and/or the Guarantee will be proving in such winding-up and/or claiming in the liquidation of the Issuer and/or the Guarantor in respect of any payment obligations of the Issuer or, as the case may be, the Guarantor arising from the Perpetual Securities and/or the Guarantee.

(e) *The Issuer may raise or redeem other capital which affects the price of the Perpetual Securities*

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

(f) *The Subordinated Perpetual Securities and the Subordinated Guarantee are subordinated obligations*

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

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

(g) *A change in the law governing the subordination provisions of the Perpetual Securities may adversely affect Securityholders*

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

(h) *Tax treatment of the Perpetual Securities is unclear*

It is not clear whether any particular tranche of the Perpetual Securities (the "**Relevant Tranche of the Perpetual Securities**") will be regarded as "debt securities" by IRAS for the purposes of the ITA, whether distribution payments made under each tranche of the Perpetual Securities (including any Arrears of Distribution and Additional Distribution Amount) will be regarded as interest payable on indebtedness, and whether the tax concessions and exemptions available for qualifying debt securities under the ITA (as set out in the section "Taxation – Singapore Taxation") would apply to the Relevant Tranche of the Perpetual Securities.

If the Relevant Tranche of the Perpetual Securities is not regarded as "debt securities" for the purposes of the ITA, distribution payments made under each tranche of the Perpetual Securities (including any Arrears of Distribution and Additional Distribution Amount) are not regarded as interest payable on indebtedness, and/or holders thereof are not eligible for the tax concessions or exemptions under the qualifying debt securities scheme, the tax treatment to holders may differ.

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

Risks associated with the Group's business

(a) *The Group is subject to economic and social conditions in the countries where it operates or invests*

With operations in Singapore, the PRC, Malaysia and, through its investment in Eco World International Berhad ("**EWI**") in strategic partnership with Eco World Development Group Berhad ("**EWB**"), the United Kingdom and Australia, the Group is exposed to developments in the global economy as well as the industries and geographical markets in which it currently operates or intends to operate or invest in future. The Group is subject to the laws, regulations and government policies in each country in which it operates and its business, financial condition, prospects and results of operations may be influenced by the general state of the global economy or the general state of a specific market or economy. The global credit markets have experienced, and may continue to experience, volatility and liquidity disruptions as a result of uncertainties as to the current political climate globally, including geopolitical tensions and anti-globalisation trends in trade, which could impact the global economy, including that of Singapore, the PRC and Malaysia. For example, the ongoing Russo-Ukrainian war, and the sanctions imposed as a consequence thereof, may significantly affect, among others, interest rates, inflation and exchange rates and lead to lower growth and disruptions to the global economy, the financial markets and global trade.

The economies in the countries where the Group operates and invests differ in many respects, including:

(i) government policies;

(ii) economic growth rate;

(iii) political stability;

(iv) level of development;

(v) allocation of resources;

(vi) supply chain disruptions;

(vii) foreign exchange and regulatory controls;

(viii) level of government involvement; and

(ix) changes in laws.

While certain of these economies such as the PRC and Malaysia have experienced growth, such growth has often been limited to certain geographic regions and certain sectors of the economy. The governments of such countries have implemented measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall economy but may also have a negative impact on the Group. For example, the Group's business, results of operations, financial condition, net sales, revenues, cash flow, profitability, liquidity, capital resources and/or prospects (collectively, the "**Group's Performance**") may be adversely affected by government control over capital investments, changes in tax regulations that may be applicable to it or regulatory changes affecting the real estate industry in which the Group operates or invests. Other economies which the Group operates or invests in, such as Singapore, the United Kingdom and Australia, which are more developed economies may see more limited economic growth, which may also affect the Group's Performance in such developed jurisdictions.

PRC in which the Group operates has been transforming from a centrally planned economy to a free market-oriented economy. Although in recent years, the government of the PRC has implemented measures emphasising the utilisation of market forces for economic reform, the reduction in state ownership of productive assets and the establishment of sound corporate governance in business enterprises, a substantial portion of productive assets is still owned by these governments. Accordingly, changes introduced by the PRC government during such transitions may adversely affect the Group's Performance.

The Group may also be adversely affected by exchange controls, changes in taxation law, changes in foreign investment policies and other restrictions and controls which may be imposed by the relevant authorities of the countries in which the Group operates or invests.

(b) *Uncertainty and instability in global financial and credit markets could adversely affect the Group's Performance as well as the value of the Securities*

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

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

(i) a negative impact on the ability of the tenants of the Group to pay their rents in a timely manner or continuing their leases, thus reducing the Issuer and/or the Group's cash flow;

(ii) decreases in valuations of the Group's properties resulting from deteriorating operating cash flow and/or widening capitalisation rates;

(iii) decreases in rental or occupancy rates;

(iv) the insolvency of contractors resulting in construction delays in the Group's properties;

(v) an adverse effect on the cost of funding the Issuer and/or the Group's business;

(vi) an increase in counterparty risk; and

(vii) a likelihood that one or more of the Issuer and/or the Group's lenders or insurers may be unable to honour their commitments to the Issuer and/or the Group.

There is still uncertainty as to whether the global economy will worsen, whether a recovery would be slow and over an extended period of time, or whether there will be a decrease in consumer demand and the impact of the global downturn on the Singapore economy. These could cause adverse conditions in the real estate industry. For example:

(i) a slowdown in economic growth and reduced availability of credit may result in a lower demand for commercial and residential properties and declining property prices and rents;

(ii) a slowdown in economic growth may adversely impact homeowners and potential property purchasers, and in turn, lead to a decline in the general demand for property products and a further erosion of their selling prices;

(iii) a tightening of credit can negatively impact the ability of property developers and potential property purchasers to obtain financing; and

(iv) consumers and businesses are generally more cautious when making decisions to purchase property and/or making or renewing new leases.

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

There can be no assurance that the uncertainty and instability in the global markets will not have a substantial adverse effect on Issuer and/or the Group's assets or funding sources, and if sustained, will not adversely affect the Group's Performance.

(c) *The Group's business is primarily concentrated in its geographical markets of Singapore, the PRC and Malaysia*

The Group's business activities are primarily concentrated in its geographical markets of Singapore, the PRC and Malaysia. The Group's operations, revenue, performance and future growth depend, to a large extent, on the continued growth of its primary markets. Given this concentration of the Group's business activities, the specific laws, regulations, practices, economic and financial conditions, property market and other aspects of each of these countries and their corresponding micro-regions could have a significant impact on the Group's Performance. In addition, future excesses in property supply over demand as a result of economic uncertainty, slower growth and increased interest rates (which reduces the ability of the Group's customers to finance real estate purchases and increase the Group's own costs of financing) may lead to further volatility in property prices and yields which could in turn adversely affect the Group's Performance. The Group may be required to make provisions in its accounts in the event of an economic downturn.

For example, property values in Singapore have historically experienced cyclical patterns in which periods of price increases were often followed by periods of stagnating or declining prices. A substantial portion of the Group's earnings depends on the continued strength in the commercial and residential sectors of the property market in Singapore, which in turn is dependent on the general economic and business conditions.

(d) *The Group's property development business is subject to risks associated with investing outside Singapore*

The Group's property operations in the PRC and Malaysia and/or other new geographical markets where there is potential for growth could expose it to political, economic, regulatory and social risks and uncertainties specific to those countries. The Group's investments may also be adversely affected by a number of conditions in the local real estate market in these countries, such as oversupply, the performance of other competing properties or reduced demand for these properties. Any changes in the political environment and the policies by the governments of these countries, which include, inter alia, changes in policies relating to real estate development and ownership, restrictions on foreign currency conversion or remittance of earnings, requirements for various approvals by government and regulatory authorities, changes in laws, regulations and interpretation thereof, structure of the government and legal systems including judicial interpretation of laws and regulations, respect for the rule of law and contractual obligations, timely hearing and rendering of judgements and/or decisions by the courts and/or arbitration tribunals, procedures for enforcement, and changes in taxation could adversely affect the Group's future results and investments. Further, restrictions on foreign currency conversion or remittance of earnings, or fluctuations in the specific currency in which rentals and other investment income are denominated, will have an adverse effect when the Group converts investment returns into Singapore Dollars. Such unfavourable events in such foreign countries may have an adverse impact on the Group's Performance.

(e) *The Group is subject to changes in the tax rules or interpretations by the local tax authorities in the jurisdictions that the Group operates in*

The Group's operations in Singapore, the PRC and Malaysia and/or other new geographical markets are subject to the laws, regulations and policies of the various jurisdictions, including routine and special audits by the local tax authorities. Changes in the tax rules or interpretations by the local tax authorities in relation to the Group's operations (which may or may not have retrospective effect) may have a significant impact on the Group's tax exposure. While the Group may seek tax advice or opinions from external advisers from time to time in relation to its operations, there is no assurance that a tax position adopted by the Group (with or without such tax advice or opinion) will not be successfully challenged by the tax authorities in the countries that the Group operates in.

(f) *The Group faces market risks pertaining to supply and demand*

The Group expects the real estate market to remain highly competitive. Oversupply of developed properties could cause downward pressure on property sale prices. Consequently, while the Group may continue to selectively acquire land for development, there can be no assurance that the Group will be able to sell the developed properties at a profitable price, or at all. To the extent that the Group is unable to develop its landbank and sell the developed properties at acceptable prices, or at all, the Group's Performance would be adversely affected.

(g) *The Group faces increasing competition in its key markets*

The Group's real estate business competes with both domestic and international companies with respect to factors such as location, facilities and supporting infrastructure, services, pricing, concept and design. Intensified competition amongst real estate developers may result in increased costs for land acquisition, lower profit margins, over-supply of properties and a slowdown in the approval process for new property developments by the relevant government authorities, all of which may adversely affect the Group's property development business. Some of these companies have significant financial resources, marketing and other capabilities. Domestic companies in the overseas markets have extensive knowledge of the local real estate market and longer operational track records in their respective domestic markets. International companies are able to capitalise on their overseas experience and have greater financial resources to compete in the markets in which the Group has an overseas presence. As a result, there can be no assurance that the Group will be able to compete successfully in the future against its existing or potential competitors or that increased competition with respect to the Group's activities may not have a material adverse effect on the Group's Performance. Furthermore, this competition may reduce the opportunities for the Group to invest in projects that could add value.

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

Construction of new developments entails significant risks as, inter alia, the time taken to complete a project and the costs of development may be adversely affected by various factors, including shortages of materials or skilled labour, unforeseen engineering, environmental or geological problems, work stoppages, litigation, weather interference, floods and unforeseen cost increases, any of which could give rise to delayed completions or cost overruns.

Safety regulations of some countries in which the Group's construction sites are located may not be applied as stringently as in developed countries. This could result in accidents and fatalities which could have an adverse impact on the Group's reputation and result in fines and litigation.

Difficulties in obtaining any requisite licences, permits, allocations or authorisations from regulatory authorities could also increase the cost, or delay the construction, launch or completion of, new developments. The occurrence of any of the above events may result in delays in the construction, launch or completion of the Group's property developments or cost overruns, resulting in increased costs and lower returns on investments than originally expected and adversely affect the Group's Performance.

(i) *The Group relies on third-party contractors to provide various services*

The Group engages third-party contractors to provide various services in connection with its residential, commercial and integrated developments, including design, engineering, construction, piling and foundation, building and property fitting-out work, interior decoration, installation of air-conditioning units and lifts, and gardening and landscaping works. The Group is therefore exposed to factors affecting the construction industry including market demand and supply, fluctuations in costs of construction materials and cyclical shifts in construction costs.

There is a risk that major contractors may experience financial or other difficulties (including shortage of building materials) which may affect their ability to carry out construction works, thus delaying the completion of development projects or resulting in additional costs to the Group. There can also be no assurance that the services rendered by third-party contractors will always be satisfactory or match the Group's targeted quality levels. All of these factors could adversely affect the Group's Performance and hence the Group's reputation.

(j) *The Group could incur significant costs related to environmental matters*

The Group may be subject to various laws and regulations in the countries where the Group operates relating to protection of health and the environment that may require a current or previous owner of real estate to investigate and clean up hazardous or toxic substances at a property. For example, owners and operators of real estate may be liable for the costs of removal or remediation of certain hazardous substances or other regulated materials on or in such property. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such substances or materials. The cost of investigation, remediation or removal of hazardous waste, asbestos or other toxic substances may be substantial.

Environmental laws may also impose compliance obligations on owners and operators of properties with respect to the management of hazardous substances and other regulated materials. Failure to comply with these laws can result in penalties or other sanctions.

Regulatory measures may also include, among others, adoption of cap and trade regimes, carbon taxes, reporting requirements, increased efficiency standards and incentives or mandates for wind, solar or other forms of alternative energy. More stringent environmental regulations can result in the imposition of costs associated with greenhouse gas emissions, either through environmental agency requirements relating to mitigation initiatives or through other regulatory measures such as carbon pricing taxation limitations on greenhouse gas emissions, which have the potential to increase the Group's operating costs and reduce production.

Existing environmental reports and investigations with respect to any of the Group's properties may not reveal (i) all environmental liabilities, (ii) whether prior owners or operators of the properties had created any material environmental condition not known to the Group or (iii) whether a material environmental condition exists in any one or more of the properties. There also exists the risk that material environmental conditions, liabilities or compliance concerns may have arisen after the review was completed or may arise in the future. Finally, future laws, ordinances or regulations and future interpretations of existing laws, ordinances or regulations may impose additional material environmental liability. The Group may be subject to liabilities or penalties relating to environmental matters which could adversely affect the Group's Performance.

(k) *The Group's success in the future may depend, in part, on the successful implementation of its strategy*

The Group's ability to successfully pursue new growth opportunities will depend on its continued ability to implement its strategies. There can be no assurance that the Group will be able to successfully implement its strategies. The Group anticipates its future growth will come partly from the expansion of its operations outside Singapore. The Group's overseas projects are located in developing countries. Overseas expansion may also include entering into new markets. As a participant in such markets, the Group's business is subject to various risks beyond its control, such as instability of foreign economies and governments, changes in laws and policies in overseas countries affecting trade and investment and the ability to identify and acquire attractive sites in the future at commercially acceptable prices, or at all. The events arising from such risks could potentially affect the Group's overseas business in the future.

The Group's ability to further expand its regional operations successfully depends on its ability to successfully identify suitable opportunities for investment or acquisition and reach agreement with potential partners on satisfactory commercial terms. There can be no assurance that such opportunities or agreements can be established or that any of the Group's proposed acquisitions or agreements will be completed on the commercial terms contemplated, or at all.

(l) *The performance of the Group may be affected by the Group's ability to attract and retain employees*

Generally, the performance of the Group depends on its ability to attract, train, retain and motivate high quality personnel, especially for its management and technical teams. Whilst the Group recognises the importance of human capital and the desirability of developing and retaining key employees, the loss of such key employees may have an adverse effect on the Group's Performance.

(m) *The Group has a holding company structure*

Virtually all of the Guarantor's assets are shareholdings in its subsidiaries and associated companies. In order to satisfy its payment obligations, including obligations under the Guarantee, the Guarantor will rely on dividends and other payments received from its subsidiaries and associated companies. Both the timing and ability of certain subsidiaries and associated companies to pay dividends may be limited by applicable laws including but not limited to exchange controls and tax treaties, if any, between Singapore and the countries in which the Group operates. In the event that the Guarantor's subsidiaries and associated companies are unable to pay any dividends or do so irregularly, the Group's ability to make payments under the Guarantee may be adversely affected.

(n) *The Group enters into interested person transactions*

The Group has ongoing transactions with interested persons which may give rise to conflicts of interest and may lead to transactions being entered into and decisions made, which are based on factors other than commercial factors. The Group has adequate established procedures with the objective of ensuring that interested person transactions are undertaken on normal commercial terms, and are not prejudicial to the interests of the Guarantor and its minority shareholders. Where applicable, the Audit and Risk Committee of the Guarantor notes or reviews interested person transactions entered into by the Group in accordance with these procedures.

(o) *Indebtedness of the Group*

As at 31 December 2021, the Group had approximately S$5.8 billion of total indebtedness, including approximately S$766 million which is repayable in one year or less. While the Group has unutilised facilities and funds available for use, there can be no assurance that the Group will be able to refinance its indebtedness as it becomes due on commercially reasonable terms, or at all. The Group may be required to meet its funding needs by procuring financing on terms which restrict it in certain ways, including by limiting its ability to pay dividends or requiring it to procure consents before it can pay dividends to holders of shares. Additionally, the Group's level of indebtedness means that a material portion of its expected cash flow may be required to be dedicated to the payment of interest on its indebtedness, thereby reducing the funds available to the Group for use in its general business operations. The Group's level of indebtedness may also restrict its ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause it to be particularly vulnerable in the event of a general economic downturn.

(p) *The Group is subject to interest rate fluctuations*

The Group faces risks in relation to interest rate movements, particularly as a result of debt undertaken to finance its developments. As at 31 December 2021, the Group had consolidated debt of approximately S$5.8 billion. Approximately 46 per cent. of the debt bears fixed interest rates and the balance bears floating interest rates. Consequently, the interest cost to the Group for the floating interest rate debt will be subject to fluctuations in interest rates. This could in turn have an adverse effect on the Group's Performance. The Group has and may continue to enter into some hedging transactions to partially mitigate the risk of interest rate fluctuations. However, its hedging policy may not adequately cover the Group's exposure to interest rate fluctuations. Additionally, in certain markets, there may be a lack of general availability of hedging instruments. As a result, the Group's Performance could potentially be adversely affected by interest rate fluctuations.

(q) *The Group is subject to exchange rate fluctuations*

The Group is exposed to foreign exchange risks due to fluctuations in foreign exchange rates. A substantial portion of the Group's investments and revenues are and will continue to be denominated in the respective local currencies of countries where the Group operates.

The Group's revenue, costs, debts and capital expenditure are mainly denominated in Singapore Dollars, RMB, and Malaysian Ringgit. Consequently, portions of the Group's costs and profit margins and asset values are affected by fluctuations in the exchange rates of the above-mentioned currencies. Although the Group engages in certain hedging activities to mitigate currency exchange rate exposure, the impact of future exchange rate fluctuations on the Group's cost of sales and margins cannot be accurately predicted. Some of the currencies may not be convertible or exchangeable or may be subject to exchange controls.

The reporting currency for the Group is Singapore Dollars. Exchange rate gains or losses will arise when the assets and liabilities in foreign currencies are translated into Singapore Dollars for financial reporting or repatriation purposes. If the foreign currencies depreciate against the Singapore Dollar, this may adversely affect the consolidated financial statements of the Group.

(r) *The Group is exposed to market price fluctuations on its derivative financial instruments and financial asset investments*

The Group uses derivative financial instruments such as interest rate swaps and foreign exchange contracts to hedge its risk associated primarily with interest rates and foreign currency fluctuations. Derivative financial instruments are initially recognised at fair value and are subsequently re-measured at fair value. The gain or loss on re-measurement to fair value is recognised immediately in the profit and loss account. The fair value of forward exchange contracts is calculated with reference to current forward exchange rates and by discounting the future cash flows. The fair value of interest rate swaps is determined as the difference in the present value of the future interest cash flows.

Financial assets held by the Group for trading are classified as fair value through profit and loss. Movements in their fair value are recognised in the period in which they arise and presented in "other operating income or expenses". When measuring the fair value of an asset or liability, the Group uses observable market data as far as possible. For securities actively traded on organised financial markets, fair value is generally determined by reference to stock exchange quoted market bid prices at the close of business on the balance sheet date.

The Group is therefore exposed to market fluctuations in respect of the derivative financial instruments and financial asset investments, which may result in volatility in its financial results.

(s) *The Group is subject to changes in commodity prices*

The Group faces risks in relation to changes in commodity prices due to the consumption of large quantities of building materials, including raw iron, steel, sand, granite and concrete, in its property development operations. As a property developer, in general, the Group enters into fixed or guaranteed maximum price construction contracts with independent construction companies. These contracts typically cover both the supply of the building materials and the construction of the project during the construction period. In accordance with industry practice, the Group or its contractors may amend existing construction contracts, including fixed or maximum price terms, to take into account significant price movements of construction materials. Therefore, should the price of building materials increase significantly prior to the Group entering into a fixed or guaranteed maximum price construction contract, or should its existing contractors fail to perform under their contracts, the Group may be required to pay more to existing or prospective contractors, which could materially and adversely affect the Group's Performance.

(t) *The Group is subject to government regulations and approvals in the countries where it operates*

The real estate industry in the countries where the Group operates is subject to significant government regulation and approvals over, among other things, land and title acquisition, development planning and design, construction and mortgage financing and refinancing, obtaining real estate development and sale licences, obtaining certificates of completion for its development projects and issuance of individual titles following completion of construction. Such regulations may result in a reduction in the Group's income or an increase in the Group's costs, for example, changes in tenancy laws that limit the Group's recovery of certain property operating expenses or changes in environmental laws that require significant capital expenditure. In addition, regulatory approvals may be required for, among other things, land and title acquisition, development planning and design, construction and mortgage financing and refinancing. Such approvals may stipulate, among other things, maximum periods for the commencement of development of the land. Some of these countries may also restrict the level, percentage and manner of foreign ownership and investment in real estate or may impose additional costs on foreigners seeking to invest in or own properties.

Such regulations are at times ambiguous and their interpretations and applications can be inconsistent and may be potentially detrimental to the Group. If the Group fails to obtain the relevant approvals or comply with applicable laws and regulations, it may, among other things, be subject to penalties, have its licences or approvals revoked, or lose its right to own, develop or manage its properties and its businesses, any or all of which could have a material and adverse impact on its business, financial condition, prospects and results of operations. In some instances, governments may adopt restrictive policies with respect to the issuance of certain permits or approvals. The Group's business may also be affected by changes in policies relating to immigration and/or foreign ownership of residential housing, polices adopted and/or actions taken by public housing authorities, and policies relating to land sales by the government.

Governments of the countries in which the Group operates may also seek to promote a stable and sustainable property market by monitoring the property market and adopting measures as and when they deem necessary. These governments may introduce new policies or amend or abolish existing policies at any time and these policies may have retroactive effect. These changes may have a material and adverse impact on the overall performance of the property markets in which the Group operates and thus affect the Group's Performance.

For example, the Singapore government had previously sought to regulate or reduce property speculation through measures such as the adoption and enforcement of regulations and the imposition of credit controls, taxes and fees. The Singapore government had implemented a series of measures to cool the Singapore property market and maintain a stable and sustainable property market where prices move in line with economic fundamentals.

These measures include the imposition of additional stamp duties on sellers tied to the holding period of their residential properties, and the additional stamp duties on buyers when purchasing residential properties, depending on their citizenship or residency status. These measures may be strengthened from time to time and such changes may impact the Singapore property market.

Credit controls which include loan-to-value limits on housing loans granted by financial institutions were also tightened for individuals, as well as for non-individuals such as companies, and the raising of minimum cash down payment for individuals applying for a second or subsequent housing loan was also raised. In June 2013, the MAS introduced a total debt servicing ratio ("**TDSR**") framework for property loans granted by financial institutions to individuals. The TDSR framework requires financial institutions to take into consideration borrowers' other outstanding debt obligations when granting property loans.

Such measures and further legislation and/or policies to encourage financial prudence which may be introduced by the Singapore government to moderate the property market in Singapore may affect the purchasing power of potential buyers of residential properties and may dampen the general sentiments of the residential property market, resulting in reduced demand for and consequently fewer sales of residential property units in Singapore.

There is no assurance that the Singapore government will change or abolish the existing legislation or policies intended to cool the property market. There is also no assurance that the Singapore government will not introduce further legislation and/or policies or amend existing legislation or policies to further regulate the growth of the Singapore property market. Such changes may have an adverse effect on the Group's Performance.

Regulation of land supply through availability of sites for tender under the Government's Land Sales Programme, which is reviewed on a half yearly basis, and changes in en bloc legislation etc., may also affect land supply and pricing.

The Singapore government is a major supplier of land in Singapore to private developers and it regulates the supply of land from time to time through policy adjustments or new regulatory measures to manage the demand and supply of property in order to maintain an orderly and stable property market. Regulation of land supply through availability of sites for tender under the Singapore government's land sales programme, which is reviewed on a half yearly basis, and changes in en bloc legislation may affect land supply and pricing. In addition, changes to Singapore's statutory land use plan relating to zoning and micro-planning restrictions on land use, and changes in laws relating to sustainable development, environmental controls, building codes, stamp duty, property tax, income tax and capital gains tax could adversely affect the profitability of the Group. There can be no assurance that the Singapore government will not introduce or amend legislation or policies in the future that would adversely affect the Singapore property market. Any action by the Singapore government concerning the economy or the real estate sector (including measures to curb property speculation and/or to restrict foreign investment in real estate) could materially and adversely affect the Group's Performance.

In addition, in order to develop and complete a property development project, a property developer must in general obtain various permits, licences, certificates and other approvals from the relevant administrative authorities at various stages of the property development process, including land use rights certificates, planning permits, construction permits, pre-sale permits and certificates or confirmation of completion and acceptance. Each approval is dependent on the satisfaction of certain conditions. Problems may be encountered in obtaining such government approvals or in fulfilling the conditions required for obtaining the approvals especially as new laws, regulations or policies may come into effect from time to time with respect to the real estate industry in general or the particular processes with respect to the granting of approvals. There is no assurance that the Group will be able to obtain the requisite governmental approvals or fulfil the conditions required for obtaining the approvals or adapt to new laws, regulations or policies that may come into effect. There can also be no such assurance that governments of the countries where the Group operates in will not adopt restrictive policies and impose onerous or unfavourable conditions with respect to the issuance of certain licences, permits or approval. If the Group is unable to obtain the relevant approvals or fulfill the conditions of such approvals for a significant number of its property development projects, these development projects may not proceed on schedule or at all and the Group's Performance may thereby be adversely affected.

A further example, in relation to the PRC, is that relevant regulations require property developers in the PRC to have a qualification certificate to undertake property development. Annual renewal of a qualification certificate is subject to review. The property developer's registered capital, property development investments, history of property development, quality of property construction, expertise of the management or any illegalities on the part of the developer will be taken into account by the local authorities in deciding whether to renew or upgrade a qualification certificate. If the Group fails to obtain or renew the requisite qualification certificates or pass the annual examination, or rectify any default, the Group's business operations will be adversely affected.

(u) *The Group's property investments are exposed to general risks associated with the ownership and management of real estate*

Certain of the Group's real estate investments, particularly investments in high value properties are relatively illiquid. Such illiquidity limits the ability of an owner or a developer to convert real estate assets into cash on short notice or may require a substantial reduction in the price that may otherwise be sought for such asset to ensure a quick sale. Such illiquidity also limits the ability of the Group to vary its portfolio in response to changes in economic, real estate market or other conditions. This could have an adverse effect on the Group's Performance, with a consequential adverse effect on the Group's ability to make expected returns. Moreover, the Group may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to its illiquidity or as a result of restrictions in its various debt obligations.

(v) *The Group is dependent on the quality of its title to properties in the landbank of the Group*

The quality, nature and extent of the title to and interests in the land and properties under the Group's development varies, depending on a number of factors, including:

(i) the country and location of the property;

(ii) the laws and regulations that apply to the property;

(iii) the extent to which the contract pursuant to which the property interest was acquired has been performed, the extent to which the terms and conditions thereunder have been complied with, and the amount of the purchase consideration which has been paid;

(iv) the extent of compliance by the Group or any other relevant party (including previous owners, the vendor of the property and the entity in which the Group has invested that has acquired or is acquiring the property) with all relevant laws and regulations relating to the ownership, use, sale, development or construction of the property;

(v) the manner under which the interest in the property is held, whether through a joint venture, a development or joint operation agreement, under a master lease or otherwise; and

(vi) the capacity, power, authority and general creditworthiness of the counterparties to the contractual and other arrangements through which the Group has acquired an interest in the property.

Due to the laws in some of the countries where the Group operates and the lack of a uniform title system in such countries, there is potential for disputes over the quality of title and/or quality of the assets purchased. Delays in acquiring properties required for the Group's development activities could negatively affect the Group's Performance. The Group's acquisition of properties and/or assets is dependent on the due diligence as to, inter alia, title, which in turn is dependent on the quality of professional advice and the availability of reliable, accurate, complete and up-to-date information in the relevant countries. The quality and extent of the title to the Group's property interest may be challenged or adversely impacted or may adversely affect the Group's ability to deal with its property interests and in turn the value of the Group's investment in these properties.

(w) *The Group may suffer uninsured losses or losses in excess of insured limits*

The Group maintains insurance policies where practicable, covering both its assets and employees, in line with general business practices in the countries in which the Group operates in the real estate industry, with policy specifications and insured limits which the Group believes are adequate. Risks insured against include fire, business interruption, lightning, flooding, theft, vandalism and public liability. There are, however, certain types of losses (such as from wars, acts of terrorism or acts of God) that generally are not insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur or insurers fail to fulfil their obligation for the sum assured, the Group could be required to pay compensation and/or lose capital invested in the property, as well as anticipated future revenue from that property. The Group may also remain liable for any mortgage indebtedness or other financial obligations related to the relevant property. Any such loss could adversely affect the Group's Performance. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future or that adequate insurance coverage for the Group will be available in the future on commercially reasonable terms or at commercially reasonable rates.

In the event that a company within the Group is held liable, whether contractually or under the law, for any or all of such loss or damage or injury to or loss that is not covered by its insurance policies or the claims of which are in excess of its insurance coverage or are contested by any insurance provider, the Group's financial performance and position may be adversely affected.

(x) *Some or all of the Group's existing and planned projects may not be completed*

The Group's success and financial performance will depend on the ability of the Group to identify, develop, market and sell its developments in a timely and cost-effective manner. The Group's development activities are subject to the risk of changes in regulations, delays in obtaining required approvals or clearances whether from regulatory authorities or otherwise (for example, from the Strata Titles Board in an en bloc transaction), availability of raw materials, increases in construction costs, natural disasters, any reliance on third party contractors as well as the risk of decreased market demand during the development of a project. As a result of these and other factors described herein, no assurance can be given as to whether or when existing and planned projects will be successfully completed. Although the Group plans to apply many of the development and marketing strategies that it has employed in the past, new projects may pose unforeseen challenges and demands on the Group's managerial and financial resources. Non-completion of such developments, or any of the Group's other developments, may have a material and adverse effect on the Group's Performance.

(y) *The Group is subject to risks in relation to its pre-sold properties*

In the event the Group pre-sells any properties prior to completion of construction, it may be liable for potential losses that purchasers may suffer if there is a failure or delay in the delivery of such pre-sold properties. Failure to complete a property development on time may be attributed to factors such as the time taken and the costs involved in completing construction, which are in turn adversely affected by factors such as delays in obtaining requisite licences, permits or approvals from government agencies or authorities, shortages of labour, adverse weather conditions, natural disasters, labour disputes, disputes with contractors, accidents and changes in government priorities and policies. If the delay in delivery extends beyond the contractually specified period, the purchasers may also be entitled to terminate the pre-sale agreements and claim refunds of monies paid, damages and compensation for late delivery. There is no assurance that the Group will not experience significant delays in completion or delivery.

Furthermore, there is a risk that due to conditions in financial markets, difficult economic conditions, purchasers of such pre-sold properties may not be able to obtain credit to finance their purchases and/or might become insolvent. The ability of purchasers to obtain credit to finance their purchases may also be affected by changes in government policies, laws and regulations. This would result in such purchasers delaying or being unable to meet their payment obligations in respect of such pre-sold properties which could adversely affect the Group's Performance.

Following the global financial crisis and the imposition of lending restrictions by governments in certain countries, financial institutions have reduced the availability of credit as well as increased borrowing costs. This has resulted in a general fall in real estate prices in such jurisdictions and the demand for real estate, as well as a decrease in the value of other securable interests which purchasers of properties could provide to such financial institutions in these countries. Purchasers of the Group's properties under deferred payment schemes or otherwise may find it increasingly difficult to secure financing to fund their purchases and could default on their obligations to pay for their units. The Group may from time to time grant purchasers of its properties (including purchasers of a substantial number of units in a development) an extension of time to pay for their units. There can be no assurance that any such extension or other accommodation granted by the Group to purchasers in respect of their obligations to pay for their units, will ensure that a purchaser will be able to pay for their units. In the event a purchaser defaults, and the total amount in default is substantial, this could adversely affect the Group's Performance.

(z) *The Group may be involved in legal and other proceedings arising from its operations from time to time*

The Group may be involved from time to time in disputes with various parties such as contractors, sub-contractors, suppliers, construction companies, purchasers, tenants, management corporations of the Group's completed projects in relation to the development, operation, sale and purchase, and lease of its properties. For example, disputes with purchasers may arise as a result of reasons such as delay in completion, alleged defects or variation from contract specifications. These disputes may lead to legal and other proceedings of which the Group may not successfully defend itself against, and may cause the Group to suffer additional costs and delays. Under certain circumstances, the Group's contractors or sub-contractors may be required to reimburse the Group in the event of delay in completion or building defects. However, there is no assurance that the amount in respect of which the Group is reimbursed or indemnified by contractors would be sufficient to cover the amount of liquidated damages paid or to be paid to purchasers. Defect liability lawsuits could also adversely affect the Group's Performance.

In addition, the Group may have disagreements with regulatory bodies in the course of its operations, which may subject it to administrative proceedings and unfavourable orders, directives or decrees that result in financial losses and delay the construction or completion of its projects.

The Group had in the past been subject to legal proceedings in respect of the Dongzhimen project (comprising mainly the Beijing Guoson Centre on a land parcel of 106,000 square metres located along Dongzhimenwai Dajie in the Dong Cheng District of Beijing) (the "**DZM Project**") and certain proceedings remain outstanding. On 20 August 2015, the Group, through its subsidiary, GuocoLand (China) Limited ("**GLC**"), entered into a Master Transaction Agreement to dispose of all the equity, contractual and loan interest of GLC in or relating to the DZM Project. The Master Transaction Agreement provides that the buyer will indemnify GLC, its affiliates and representatives from and against all actions, losses and liabilities to which any of these parties is or may become subject to arising out of or related to the DZM Project in accordance with the terms and conditions therein. Notwithstanding the disposal of the DZM Project and the indemnity provided by the buyer under the Master Transaction Agreement, there is no certainty that no future legal proceedings involving the DZM Project (albeit covered by the said indemnity) will be brought against GLC, its affiliates and representatives, or that buyer will be able to fulfil its indemnity obligations.

There can be no assurance that these disputes will be settled, or settled on favourable or reasonable terms or at all. In the event such disputes are not settled on favourable or reasonable terms, or at all, the Group's financial condition, prospects and results of operations may be adversely affected.

(aa) *The Group is exposed to fluctuations in the residential and commercial property markets*

The real estate development industry in Singapore and the other countries in which the Group operates is cyclical and is significantly affected by changes in general and local economic conditions, including employment levels, availability of financing, interest rates, consumer confidence and demand for developed residential and commercial properties which may affect the Group's Performance. The process of development of a project begins and financial and other resources are committed long before a real estate project comes to market, which could occur at a time when the real estate market is depressed. A depressed real estate market will adversely affect the financial condition, prospects and results of operations of the Group.

(bb) *The Group's property development business is capital-intensive and may require the Group to seek external financing which may not be available on terms favourable to the Group or at all*

Pre-sales of the Group's development properties (subject to any applicable legal requirements in such jurisdictions) may reduce the Group's need to seek external financing, as the Group receives payments in advance from purchasers of its development properties. However, there can be no assurance such pre-sales will be sufficient to cover all of the anticipated financing needs of the Group. The Group's property development business is capital-intensive and the Group may be required to seek external financing to fund working capital or capital expenditure to support the growth of its businesses, land acquisitions, property developments and/or to refinance existing debt obligations. The Group's ability to arrange for external financing on terms that will allow it a commercially acceptable return and the cost of such financing are dependent on numerous factors that are beyond its control, 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, tax and securities laws that may be applicable to the Group's efforts to raise capital, changes in laws and regulations which may affect the terms on which financial institutions are willing to extend credit to it, any restrictions imposed by various banking institutions on providing financing to companies operating in the property sector in countries where the Group operates and political and economic conditions. These factors may limit the Group's flexibility and ability to use external financing to cover all of the anticipated financing needs of the Group and the Group may therefore need to maintain a relatively high level of internally sourced cash.

Other factors that could affect the Group's ability to procure financing include the cyclicality of the property market and market disruption risks which could adversely affect the liquidity, interest rates and the availability of funding sources. In addition, further consolidation in the banking industry in Singapore and/or elsewhere in the countries where the Group operates may also reduce the availability of credit as the merged banks seek to reduce their combined exposure to one company or sector.

There can be no assurance that additional financing, either on a short-term or a long-term basis, would be available or, if available, that such financing would be obtained on terms favourable to the Group or that any additional financing will not be dilutive to its shareholders.

(cc) *The Group may encounter problems with its joint ventures that may adversely affect its business*

The Group has, and expects in the future to have, interests in joint venture entities in connection with its property development plans. Disagreements may occur between the Group and its joint venture partners regarding the business and operations of the joint ventures which may not be resolved amicably. In addition, the Group's joint venture partners may (i) have economic or business interests or goals that are inconsistent with that of the Group; (ii) take actions contrary to the Group's instructions, requests, policies or objectives; (iii) be unable or unwilling to fulfill their obligations; (iv) have financial difficulties; or (v) have disputes with the Group as to the scope of their responsibilities and obligations.

Although the Group generally seeks to maintain a sufficient level of control over its projects through ownership of a controlling interest and/or management in order to impose established financial, management and supervisory controls, property investment and development in certain countries in which the Group operates may often involve the participation of local partners in these countries. Joint ventures in these countries may involve specific risks or problems associated with joint venture partners.

Additionally, in light of changes in prevailing economic and/or financial conditions, the Group's joint venture partners (i) may not be able to fulfil their respective contractual obligations with the Group (for example they may default in making payments during future capital calls or capital raising exercises) or (ii) may experience a decline in their creditworthiness. Although joint venture agreements generally contain terms that govern the treatment of such events to the detriment of the defaulting party and the Group would generally seek to enforce its rights as enumerated within these legal agreements, the occurrence of any of these events may materially and adversely affect the performance of the Group's joint ventures, which may in turn materially and adversely affect the Group's Performance.

(dd) *The Group's land and/or real property may be subject to compulsory acquisition*

Land and real property comprise a significant part of the Group's property development business. Under Singapore law, the Singapore Government has the power to acquire any land in Singapore for any public purpose, if the acquisition is for public benefit or utility or in the public interest or for any residential, commercial or industrial purposes.

Real property and/or land owned by the Group which are located outside of Singapore may be compulsorily acquired by the respective governments of the countries in which they are located for public use or for public interest. The owner of such real property that has been compulsorily acquired may be compensated in accordance with the laws of the respective jurisdictions. In the event that any of the Group's land and/or real property is compulsorily acquired, the compensation paid to the Group in respect of the acquired land and/or real property could be less than its market value, and this could also adversely affect the Group's Performance.

(ee) *The Group is dependent on its ability to develop its land bank and identify potentially profitable projects*

The performance of the Group is dependent on its ability to develop its landbank and identify potentially profitable property projects. The viability and profitability of property projects are affected by the general economic conditions in the countries where the Group operates, prevailing interest rates, the cost of construction and the sale price. The failure to develop the Group's landbank and identify potentially profitable new property projects may have an adverse effect on the Group's Performance.

(ff) *Rental income from the Group's properties could decrease*

If a significant number of the Group's tenants are unable to meet their rental payment obligations, the Group's operating results would be adversely affected. The Group is also subject to the risk that, upon the expiration of leases for the properties, existing tenants may not renew their leases, and the Group may be unable to re-let vacant properties to new tenants except on commercially less favourable terms compared to previous lease terms. If a significant number of the Group's tenants default on their leases, the Group would likely experience delays in collecting rental payments and re-letting its facilities, and incur substantial costs in enforcing its rights as landlord. The Group's tenants are exposed to their own business and other risks, and if one or more significant tenants were to experience downturns in their businesses, the tenant may fail to make rental payments when due and/or require a restructuring of rental payments that might reduce the Group's cash flow from the lease. A tenant may seek the protection of bankruptcy, insolvency or similar laws, which could result in the rejection and termination of such tenant's lease or a delay by the Group in enforcing its rights to terminate the lease and finding a new tenant, thereby reducing the Group's available cash flow. The Group's properties could, in the absence of a renewal from an existing tenant or a lease by a new tenant upon the expiry of an existing lease, be subject to the risk of remaining vacant and not generating income while the Group is sourcing for new tenants to lease the affected property.

The occurrence of any of the above events could have an adverse effect on the Group's Performance.

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

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

(i) vacancies following the expiry or termination of tenancies that lead to reduced occupancy rates which reduce the Group's gross revenue and its ability to recover certain operating costs through service charges;

(ii) the ability of the property managers of the Group to collect rent from tenants on a timely basis or at all;

(iii) tenants requesting waiver of interest on late payment of rent;

(iv) events affecting the properties in the Group's portfolio which could result in the inability of the relevant tenants to operate in such properties and thereby resulting in the inability of such tenants to make timely payments of rent;

(v) tenants seeking the protection of bankruptcy, insolvency or similar laws which could result in delays in the receipt of rental payments, inability to collect rental income at all, or delays in the termination of the tenant's lease, or which could hinder or delay the re-letting of the space in question;

(vi) the amount of rent payable by tenants and other terms on which lease renewals and new leases are agreed being less favourable than current leases;

(vii) the local and international economic climate and real estate market conditions (such as oversupply of, or reduced demand for, retail and commercial space, changes in market rental rates and operating expenses for the properties held by the Group);

(viii) the Group's ability to provide adequate management and maintenance or to put in place adequate insurance;

(ix) competition for tenants from other similar properties which may affect rental income or occupancy levels of the properties held by the Group;

(x) changes in taxes;

(xi) changes in laws and governmental regulations in relation to real estate, including those governing usage, zoning, taxes and government charges. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure needed to ensure compliance. Rights related to the relevant properties may also be restricted by legislative actions, such as revisions to the laws relating to building standards or town planning laws, or the enactment of new laws related to condemnation and redevelopment; and

(xii) natural disasters, acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other events beyond the control of the Group.

(hh) *Negative publicity may affect the Group's Performance*

The Group may be subject to and associated with negative publicity, including those on the Internet, with respect to its corporate affairs and conduct related to its personnel, and the markets in which it operates or intends to operate. The Group may also be subject to negative reports or criticisms by various media. The Group makes no representation as to the appropriateness, accuracy, completeness or reliability of any such information or publication. Nonetheless, any negative coverage, whether or not related to the Group or its related parties and regardless of truth or merit, may have an impact on its reputation and consequently, may undermine the confidence of customers, tenants, hotel guests and investors of the Group, which may in turn materially and adversely affect the Group's Performance.

Additional risks relating to the Group's business in the PRC

(a) *The land use rights for some of the Group's development sites will not be formally vested until the Group has received the relevant land use right certificates*

Under current PRC land grant policies, the relevant authorities will not issue the formal land use right certificate for a piece of land until the developer has paid the land premium in full, the resettlement process (if any) has been completed and the developer has complied with other land grant conditions. As such, the land use rights for some of the Group's development sites will not be formally vested until the Group has received the relevant land use right certificates. Delay in the resettlement process may affect the issuance of the formal land use right certificates in respect of the Group's development sites. Under current land grant policies, the Group may undertake preparatory work for these properties as it has signed the land grant contracts or registered the land use rights transfer agreements, as the case may be, with the relevant authorities. However, the land use rights for these properties and the land that it may acquire in the future will not be formally vested in it until it has received the corresponding formal land use right certificates. Furthermore, any delay in the authorities' issuance of the formal land use right certificates may materially and adversely affect the Group's operations, including its ability to deliver properties to its customers in a timely manner.

(b) *Land may be forfeited to the relevant government authorities or idle fees may be payable if the Group fails to comply with the terms of the land grant contracts*

The terms of land grant contracts generally provide for development of land to commence within one year from a specified date failing which idle fees may be imposed. If development does not commence within two years from the specified date or such extension as may be allowed, the land may be forfeited without compensation. If the Group fails to develop a property project according to the terms of the relevant land grant contract, including those relating to the payment of land premium, demolishment and resettlement costs and other fees, specified usage of the land and the time for commencement and completion of the property development, the relevant government authorities may issue a warning, impose a penalty and/or order the land to be forfeited, unless such failure is caused by a government action or a force majeure event.

If the Group is required to pay substantial idle land fees and/or interest or other penalties, the Group's Performance may be adversely affected. If the land is forfeited without compensation, the Group may risk losing its investments in the land, including land premiums paid and development costs incurred, if any.

(c) *The PRC property sector is susceptible to the economic policies of the PRC government*

The PRC government has exercised and continues to exercise significant influence over the PRC's economy in general, which affects, among others, the property sector in the PRC. From time to time, the PRC government adjusts its monetary and economic policies to prevent and curtail the overheating of the national and provincial economies, which may affect the real estate markets that the Group operates in. Any action by the PRC government concerning the economy or the real estate sector (including measures to cool the fast-growing economy, to curb property speculation and/or to restrict foreign investment in real estate) in particular could have a material adverse effect on the Group's Performance. There are already signs that credit tightening by the PRC government has begun to have an effect on the real estate sector. The PRC government's initiative for banks to curb its borrowings will also moderate economic growth and this may reduce demand for the Group's property projects in the PRC, which may in turn adversely affect the Group's Performance.

For example, in late August 2020, the PRC Ministry of Housing and Urban-Rural Development ("**MOHURD**") and the People's Bank of China ("**PBOC**") held a meeting with the key real estate enterprises to discuss a long-term mechanism for regulation of the real estate market. MOHURD and PBOC then introduced several capital and financing management rules, commonly known as the "three red lines", to regulate the real estate market, requiring some real estate enterprises to maintain (i) a debt-to-asset ratio of no greater than 70% after exclusion of the deposits received; (ii) a net debt ratio of no greater than 100%; and (iii) a cash to short-term debt ratio of no less than one. Availability of financing for property developers may be restricted if they do not meet these ratios.

Effective from January 1, 2021, PRC banks (excluding their overseas branches) are required to limit the amount of real estate loans and personal housing mortgage loans they lend to the proportions determined by PBOC and the China Banking and Insurance Regulatory Commission ("**CBIRC**", the successor of the China Banking Regulatory Commission or CBRC) and calculated based on the total amount of RMB loans extended by such PRC banks. There is no assurance that PBOC will not further raise lending rates or reserve requirement ratios or PBOC and CBIRC will not further restrain the amount of real estate loans PRC banks can extend to businesses, or that the Group's Performance would not be adversely affected as a result of these adjustments.

(d) *The Group faces increasing competition in the PRC that could adversely affect the Group's Performance*

There are many Chinese property developers in the market and in recent years, a number of them have been successful in turning into heavy-weight developers with strong financial resources, huge landbank, and a reputation for quality developments. In addition, a number of international developers have expanded their operations into the PRC, including a number of leading Hong Kong and Singapore real estate development and investment groups. Many of these developers have significant financial, managerial, marketing and other resources, as well as experience in property and land development. Competition between property developers is intense and may result in, among other things, increased costs for the acquisition of land for development, oversupply of properties in certain parts of the PRC, a decrease in property prices, a slowdown in the rate at which new property developments will be approved and/or reviewed by the relevant government authorities, an increase in construction costs and difficulty in obtaining high quality contractors and qualified employees. Any such consequences may adversely affect the Group's Performance. In addition, the real estate market in the PRC is rapidly changing. If the Group cannot respond to changes in market conditions more swiftly or effectively than its competitors do, the Group's Performance may be adversely affected.

(e) *The Group is subject to property market conditions in the PRC*

The Group is subject to property market conditions in the PRC generally and in particular, the cities where the Group's property developments are located. The Group's investment and business decisions may depend on the availability of accurate and up-to-date information in the PRC and in the relevant cities on the amount and nature of property development and investment activities, the demand for such development, the supply of new properties being developed or the availability of land and buildings suitable for development and investment. Inaccurate information may adversely affect its business decisions, which could materially and adversely affect the Group's Performance. Adverse changes in market conditions, particularly the financial markets in the PRC may also adversely affect the Group's Performance.

(f) *Interpretation of PRC laws and regulations involves uncertainty*

The Group's operations in the PRC are subject to the laws and regulations promulgated by the PRC government. The PRC legal system is a codified legal system made up of the PRC constitution, written laws, regulations, circulars, directives and other government orders. The PRC government is still in the process of developing its legal system so as to meet the needs of investors. Generally, the PRC economy is developing at a faster pace than its legal system. Therefore, some degree of uncertainty exists in connection with whether existing laws and regulations will apply to certain events or circumstances, and if so, the manner of such application. In particular, unlike common law jurisdictions like Singapore, decided cases do not form part of the legal structure of the PRC and thus have no binding effect. The administration of the PRC laws and regulations may be subject to a certain degree of discretion by the executive authorities. This has resulted in the outcome of dispute resolutions not being as consistent or predictable compared to more developed jurisdictions. In addition, it may be difficult to obtain a swift and equitable enforcement of laws in the PRC, or the enforcement of judgments by a court of another jurisdiction. Furthermore, in line with its transformation from a centrally planned economy to a free market-oriented economy, the PRC government is still in the process of developing a comprehensive set of laws and regulations. As the legal system in the PRC is still evolving, laws and regulations or the interpretation of the same may be subject to change.

(g) *There is foreign exchange control in the PRC*

The Group's PRC subsidiaries are subject to the relevant PRC rules and regulations on currency conversion. In the PRC, the State Administration of Foreign Exchange ("**SAFE**") regulates the conversion of RMB into foreign currencies. Currently, foreign invested enterprises ("**FIEs**") are required to apply to SAFE for "Foreign Exchange Registration Certificates for FIEs". With such registration certifications, FIEs are allowed to open foreign currency accounts, including the "capital account".

The Group's PRC subsidiaries are FIEs and the ability of its PRC subsidiaries to pay dividends or make other distributions to it may be restricted by, among other things, the availability of funds, and statutory and other legal restrictions including PRC foreign exchange control restrictions. In the event the ability of the Group's subsidiaries to distribute funds to it is restricted, it may have an adverse effect on the Group's ability to make payments of interest, distributions and principal on the Securities.

Additional risks relating to the Group's business in Malaysia

(a) *The Group is subject to the political, legal and regulatory conditions in Malaysia*

Any adverse development in the political situation and economic uncertainties in Malaysia could materially and adversely affect the financial performance of the Group. Political activism in Malaysia and the number of opposition parties in Malaysia have been on the rise in recent years. The Group may be affected by changes in the political leadership and/or government policies in Malaysia. Such political or regulatory changes include (but are not limited to) the introduction of new laws and regulations which impose and/or increase restrictions on imports, the conduct of business, the repatriation of profits, the imposition of capital controls and changes in interest rates. Other political uncertainties include the risks of wars, terrorism, nationalisation and expropriation.

(b) *There are foreign exchange controls in Malaysia*

There are foreign exchange policies in Malaysia which support the monitoring of capital flows into and out of the country in order to preserve its financial and economic stability. The foreign exchange policies are administered by the Foreign Exchange Administration, an arm of Bank Negara Malaysia which is the central bank of Malaysia. The foreign exchange policies monitor and regulate both residents and non-residents. Under the current Exchange Control Notices of Malaysia and Foreign Exchange Administration Policies issued by Bank Negara Malaysia, non-residents are free to repatriate any amount of funds in Malaysia at any time, including capital, divestment proceeds, profits, dividends, rental, fees and interest arising from investment in Malaysia, subject to the applicable reporting requirements, and any withholding tax. In the event Bank Negara Malaysia introduces any restrictions in the future, the Group may be affected in its ability to repatriate dividends or distributions from its Malaysian subsidiaries and the Group's Performance may be affected as a result.

(c) *The Group faces increasing competition in Malaysia from other property developers*

Although the barriers to entry in respect of the property development industry are relatively high, the Group faces competition from existing industry players as well as better capitalised new market entrants who have achieved success in gaining reputations as quality property developers. The increasing competition may affect, inter alia, the availability of strategically located and reasonably priced land, the supply and costs of labour, construction and raw materials and the selling prices of the properties. In the event that other industry players are more competitive than the Group, the Group's Performance may be adversely affected.

Additional risks relating to the Group's investment in EWI

The Group has limited prior track record and historical exposure in the United Kingdom and Australia. There is no certainty that the Group's investment in EWI will be commercially successful and that EWI will be able to successfully develop its business in the United Kingdom and Australia. EWI's business, financial condition, prospects and results of operations may indirectly affect the Group's Performance.

Other risks

(a) *Outbreaks of infectious diseases or any other serious public health concerns or the occurrence of natural or man-made disasters in Asia and elsewhere could adversely impact the Group's Performance*

The outbreak of an infectious disease (such as Influenza A (H1N1), avian influenza, H5N1, Severe Acute Respiratory Syndrome or COVID-19) or any other serious public health concerns or the occurrence of natural or man-made disasters in Asia and elsewhere, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economy, and business activities around the world and could thereby adversely impact the Group's Performance. Natural disasters, severe weather conditions and the outbreak of epidemics may adversely affect the economy and infrastructure in the countries in which the Group operates. There can be no assurance that any precautionary measures taken against infectious diseases would be effective. A future outbreak of an infectious disease or any other serious public health concern in Asia and elsewhere could have an adverse effect on the Group's Performance.

In particular, the COVID-19 pandemic triggered a global downturn and economic contraction and caused disruptions in demand and supply chains. The number of reported cases of COVID-19 worldwide, as well as the number of reported deaths as a consequence of COVID-19 worldwide, significantly exceed those observed during the Severe Acute Respiratory Syndrome epidemic that occurred in 2002/2003 and the COVID-19 outbreak resulted in a widespread health crisis globally.

The COVID-19 pandemic is ongoing and the actual extent of the pandemic and its impact on the domestic, regional and global economy remains uncertain. The COVID-19 pandemic could continue to result in protracted volatility in international markets and/or could result in a global recession as a consequence of disruptions to travel and retail segments, tourism and manufacturing supply chains, imposition of quarantines and prolonged occupancy limits or closures of workplaces or construction sites, any of which may have a material adverse effect on the Group's financial condition and results of operations. In particular, at its onset, the COVID-19 pandemic caused stock markets worldwide to lose significant value and impacted economic activity in Asia and worldwide. If the significant disruption to capital and securities markets due to uncertainty about the effects of COVID-19 continues, the Group's ability to raise new capital and refinance its existing debt may be affected.

Looking ahead, the possible emergence of new COVID-19 variants and potential new waves of outbreaks could pose potential risks of protracted economic recovery.

Singapore maintains taking a measured approach to the easing of COVID-19 restrictions, the nation has effected the easing of Safe Management Measures as well as a substantial easing up of cross-border travel, with fewer travel restrictions on visitors entering Singapore. Similarly, Malaysia has fully reopened its borders on 1 April 2022, as the country transitions to a COVID-19 endemic phase. While the Group remains cautiously optimistic, these are positive steps by both the Singapore and Malaysian governments that could improve the overall economy in general.

Even as the restrictions are slowly lifted, there may be a period of significantly reduced economic activity, and reduced consumer spending. Should this be the case, this will affect the businesses of the Group's tenants and therefore indirectly affect the Group. These conditions may result in downward pressure on leasing demand, lease rates and the valuations of the Group's properties. The Group's business operations have been, and may continue to be, affected by the COVID-19 pandemic. As the COVID-19 pandemic is ongoing, the actual extent of the pandemic and its impact on the domestic, regional and global economy remains uncertain, and the actual extent of the impact on the Group's Performance will depend on, among other things, the duration and impact of the COVID-19 pandemic, the extent and speed of the post-pandemic economic recovery and the transition to an endemic phase.

(b) *Terrorist attacks, other acts of violence or war and adverse political developments may affect the Group's Performance*

Terrorist attacks, other acts of violence or war and adverse political developments may affect the business and results of operations of the Group. Further developments stemming from these events or other similar events could cause further volatility. The direct and indirect consequences of any of these terrorist attacks, armed conflicts or political unrest are unpredictable, and the Group may not be able to foresee events that could have an adverse effect on the Group's Performance. Any additional significant military or other response by the U.S. and/or its allies or other nations or any further terrorist activities could also materially and adversely affect international financial markets and the economies in which the Group operates and may thereby adversely affect the Group's Performance.

(c) *The Group relies on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business*

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

THE ISSUER

Introduction

The Issuer was incorporated in Singapore as a private limited company known as First Capital Investment Pte Ltd on 24 February 1987. It was converted to a public company known as First Capital Investment Ltd. on 26 November 1994, before being converted to a private limited company known as GLL IHT Pte. Ltd. on 14 January 2008. The registered office of the Issuer is 1 Wallich Street #31-01 Guoco Tower Singapore 078881. The Issuer is a wholly-owned subsidiary of GLL and has no subsidiaries.

Business Activity

The Issuer's principal activities are those relating to the provision of financial and treasury services to the Group.

Capital Structure

The paid-up share capital of the Issuer is S$10,083,000 consisting of 10,000,000 ordinary shares.

Directors

The Directors of the Issuer are:

(a) Cheng Hsing Yao;

(b) Andrew Chew Kwang Ming; and

(c) Koh Hwee Keow.

THE GROUP

Overview

Listed on the SGX-ST since 1978, GLL is a premier regional property company with operations in the geographical markets of Singapore, the PRC and Malaysia. In 2017, GLL expanded beyond Asia into the new markets of the United Kingdom and Australia through a strategic partnership with EWB in EWI. EWB is a leading property developer listed on Bursa Securities and each of GLL and EWB holds an equal stake of 27.0% of EWI's issued and paid-up share capital. EWI was listed on Bursa Securities on 3 April 2017.

Headquartered in Singapore, the principal business activities of the Group are property development, property investment, property management and hotel operations, and it is focused on achieving scalability, sustainability and growth in its core markets. The Group's portfolio comprises residential, commercial, retail, hospitality, mixed-use and integrated developments spanning across the region. As at 31 December 2021, the Group's total assets amounted to approximately S$12.1 billion.

In Singapore, the Group has successfully developed 39 residential projects yielding more than 11,000 apartments and homes. GuocoLand's flagship transit-oriented integrated development, Guoco Tower, integrates premium Grade A offices, a dynamic lifestyle and F&B retail space, luxurious apartments at Wallich Residence, the 5-star luxury hotel Sofitel Singapore City Centre and a landscaped urban park. It has also developed a sizeable portfolio of properties spanning across the major cities of Beijing, Shanghai, Nanjing, Chongqing and Tianjin. The Group's 68% subsidiary, GuocoLand (Malaysia) Berhad (which is listed on Bursa Malaysia), is an established property developer of community-centric residential townships and innovative commercial and integrated development projects in Malaysia.

The Group has garnered numerous awards and accolades both locally and internationally. These include environmental sustainability awards such as the Building and Construction Authority (BCA) Green Mark Awards and Leadership in Energy and Environmental Design (LEED) Pre-Certification, as well as real estate awards such as the International Property Awards, FIABCI Property Awards, BCI Asia Awards and Asia Property Awards.

Operations and Principal Activities

The principal activity of GLL is that of an investment holding company. The principal business activities of its subsidiaries are property development, property investment, property management and hotel operations. As part of its ordinary course of business, the Group is active in sourcing for real estate assets (which includes participation in land tenders and auctions) primarily in its core geographical markets of Singapore, the PRC and Malaysia.

Singapore

(a) Property Development

The Group holds a portfolio of transformative integrated mixed-use developments and premium residential developments.

Mixed-use Developments

The Group's notable integrated mixed-use developments include Guoco Tower and Guoco Midtown.

Guoco Tower, is the Group's flagship development and is a multi-billion dollar integrated mixed-use development in the Central Business District ("**CBD**") comprising five key components – office, hotel, F&B and retail, residences and urban park. The development continues to contribute significantly to the Group's recurrent income. Comprising 890,000 sq ft of premium Grade A office space, 100,000 sq ft of retail space, 181 apartments at Wallich Residence, a 5-star hotel in Sofitel Singapore City Centre and 150,000 sq ft of landscaped gardens, Guoco Tower is also Singapore's tallest building standing at a height of 290m.

Guoco Tower has advanced air-quality management systems such as high-performance air filters rated MERV 14 (Minimum Efficiency Reporting Value) with the capability to remove 95% of air pollutants and technologies to carry out Ultraviolet Germicidal Irradiation (UVGI). Commercial cleaning robots that are more environmentally sustainable as they utilise less water and chemicals have also been deployed for floor maintenance and disinfection.

Being directly connected to the Tanjong Pagar MRT, with a host of placemaking activities by the Group such as outdoor fitness classes, Guoco Tower has built a community in Tanjong Pagar and transformed the district into a vibrant business and lifestyle destination within the CBD.

As at 30 June 2021, Guoco Tower's office and retail components achieved 100% and 99% occupancy, respectively.

Guoco Midtown is currently being developed by the Group as a mega transit-oriented integrated development at the Beach Road-Bugis district, conceptualised as a 'City of the Future' with a vision of transforming the location into a new Midtown of Singapore. Anchored by a 30-storey office tower with 770,000 sq ft of premium Grade A office space with high quality specifications, Guoco Midtown also comprises a five-storey Network Hub building, three retail clusters, and two condominiums with distinctly different concepts – Midtown Bay and Midtown Modern.

Guoco Midtown's commercial leasing concept will be ideal for companies looking for flexibility, as well as those who are pivoting to a new hybrid work environment. Guoco Midtown's 'flex in core' office leasing concept caters to increasing demand for lease flexibility for innovative corporate tenants.

Building on the Group's strong track record in green and sustainable developments, the Group has incorporated 30 thematic gardens and landscape areas that span more than 3.8 hectares across Guoco Midtown.

Besides the convenience of being directly connected to the Bugis MRT interchange station, served by both the East-West Line and Downtown Line, the Guoco Midtown community will also stand to benefit from the placemaking efforts by the Group. Guoco Midtown is expected to be completed in phases from the fourth quarter of 2022.

Residential Developments

The Group's current pipeline of prime residential developments includes Wallich Residence, Midtown Modern, Midtown Bay, Meyer Mansion, The Avenir and the development of sites in Lentor Central and Lentor Hills. This adds to its existing portfolio of 38 other residential properties that have been completed and fully sold.

Wallich Residence occupies the highest floors of the 290m-tall Guoco Tower and is part of the iconic integrated development in Tanjong Pagar. As at 31 December 2021, 77% of the 181 luxury residences has been sold. The development has four levels of amenities including a hotel-like lobby, an infinity pool and a boardroom with a sky view, and residents may enjoy concierge services.

Midtown Modern is a rare family-oriented residential development with full condominium facilities in the CBD. It has 558 units, with close to half being 3-bedroom and 4-bedroom units. Midtown Modern is being conceptualised as 'nature in the city' and focuses on wellness, efficient layouts and extensive amenities. Midtown Modern is jointly developed with Hong Leong Holdings Limited and Hong Realty (Private) Limited. Midtown Modern successfully launched in March 2021 and 72% of its 558 units has been sold as at 31 December 2021. Midtown Modern is expected to be completed in 2024.

Midtown Bay is expected to be completed in 2023 and will give new meaning to the term 'working from home' with its unique business homes concept. Midtown Bay owners who are also owners of small businesses will find it an ideal residence to run their home office or family offices from, as they will have the business offerings of Guoco Midtown's Network Hub available to them. The rare 2 and 3-bedroom duplexes give buyers options, and greater flexibility. As at 31 December 2021, 32% of the 219 units have been sold.

Meyer Mansion is on track for completion in 2024 and is the Group's freehold seafront development. As at 31 December 2021, 41% of the 200 units has been sold. Meyer Mansion features eight layouts to cater to different lifestyles and to capture the best views of the sea, the city, or the open views above the landed housing enclave, and is located within walking distance to East Coast Park and a 10-minute drive away from the city or airport. Residents will enjoy greater connectivity via the upcoming Katong Park MRT station on the Thomson-East Coast line.

The Avenir is a freehold ultra-luxury condominium located in the heart of prime District 9 in River Valley. Scheduled for completion in 2024, the development overlooks Orchard Road at one end and the Singapore River at the other end. It is near the upcoming Great World MRT Station along the Thomson-East Coast Line. The Avenir is jointly developed with Hong Leong Holdings Limited and Hong Realty (Private) Limited. As at 30 June 2021, 24% of the units have been sold.

In July 2021, the Group acquired a 185,899 sq ft, 99-year leasehold site at Lentor for a tender price of approximately $784.1 million. The Group will spearhead the transformation of the Lentor Hills neighbourhood with a mixed-use development of three 25-storey towers with 605 residential units, including a double-volume sky terrace in each tower. The ground floor will offer more than 96,000 sq ft of commercial, F&B and retail spaces, including a supermarket and childcare facilities. The development will be integrated with the Lentor MRT station on the Thomson-East Coast Line. It is expected to be ready for launch in the second half of 2022.

In January 2022, the Group also acquired a 99-year leasehold site within the Lentor Hills neighbourhood through a joint venture with Intrepid Investments Pte. Ltd (a wholly-owned subsidiary of Hong Leong Holdings Limited) and TID Residential Pte. Ltd (a joint venture between Hong Leong Holdings and Mitsui Fudosan). A new residential development of around 595 units will be built on the 17,136.9 sqm site (184,460 sq ft) which was acquired at a tender price of approximately $586.6 million.

(b) Property Investment and Property Management

The Group owns and manages 20 Collyer Quay, a 24-storey prime office building in the heart of the CBD which has sheltered direct access to Raffles Place MRT interchange station. 20 Collyer Quay has a panoramic view of Marina Bay with a total strata area of approximately 250,000 square feet. 20 Collyer Quay is also certified with the BCA Green Mark for Existing Non-Residential Buildings and also awarded with the PUB Water Efficient Building (Silver) Certification for the Office Building Sector. With an occupancy of 92% as at 30 June 2021, 20 Collyer Quay continues to contribute to the Group's recurring income.

(c) Hotels

The Group owns Sofitel Singapore City Centre, the only 5-star luxury hotel with 223 luxuriously appointed rooms and suites in Tanjong Pagar, in the heart of the CBD and within walking distance to the heritage site of Chinatown. Set right above the Tanjong Pagar MRT station, the hotel is directly linked to the Tanjong Pagar MRT station and the retail space at Guoco Tower via lift access. With over 12,000 sq ft of flexible event space including a pillar-less ballroom, the hotel is ideal for hosting conferences, meetings, weddings and other social events. A wide variety of dining options are available within the hotel for guests and visitors including Racines, a trendy restaurant serving international cuisine, and 1864, an eclectic lounge serving an exquisite range of cocktails and beverages.

The PRC

The Group's subsidiaries, GLL Chongqing 18 Steps Pte. Ltd. and GuoSon Assets China Limited are active in the PRC.

The Group is an established property developer in the PRC and has developed a sizeable portfolio of properties in Shanghai, Beijing, Nanjing, Tianjin and Chongqing.

The past and present developments in these major cities are a reflection of the Group's commitment to being a leading innovative real estate company in the PRC. The Group's portfolio ranges from single component developments to signature large-scale integrated developments which comprise residential, commercial, retail and hospitality assets in prime locations close to, or even integrated with transportation hubs. All of these have allowed the Group to distinguish itself in the PRC.

The Group is currently developing two major mixed-use developments in the PRC being Guoco Changfeng City and Chongqing GuocoLand 18T. It is also planning a residential project in Chongqing, which will add to its existing portfolio of five residential developments in the PRC that have been completed and fully sold.

Guoco Changfeng City is located in Shanghai and has commenced partial operations for the office component in September 2021, with the rest of the project scheduled for completion in phases in 2022. The development comprises two 18-storey Grade A office towers, two low-rise office buildings, a cultural office building and a basement retail. The Group will retain one office tower and the basement retail for recurrent income. Guoco Changfeng City is one of the first office building developments in Shanghai to achieve the highest rating of Platinum certifications for both the Leadership in Energy and Environmental Design (LEED) and WELL Building Standard by the International WELL Building Institute.

Guoco Changfeng City also offers advanced systems such as high-precision facial recognition turnstiles, contactless thermal body scanners, as well as heating, ventilating and air conditioning (HVAC) equipment that purifies and disinfects the air via nano-photocatalysts and ultraviolet sterilisation.

Chongqing GuocoLand 18T is located in Chongqing and named after Shibati (十八梯 or 18 Steps), one of Chongqing's oldest heritage neighbourhood. It will set a new benchmark for super high-rise residential living in the city when it is completed in phases between 2023 and 2025. The residential component, Chongqing GuocoLand 18T Mansion, encompasses six high-rise towers with more than 1,000 luxury apartments, a lifestyle mall and one commercial building overlooking the Yangtze river. It is the first residential development in Asia to receive the highest level of Platinum certification for the WELL Building Standard. As at 30 June 2021, 43% of the 450 units launched have been sold.

Construction is in progress for a new residential project in the Chongqing Yubei District, located near Chongqing Central Park in Liangjiang New Area. The development is targeted to have over 1,600 units, and targets homeowners who value space, wellness and being near nature.

Malaysia

As at the Latest Practicable Date, the Group has approximately 68% interest in GuocoLand (Malaysia) Berhad ("**GLM**"), a major Malaysian property group with established property operations in Malaysia and which has built a proven track record as a prominent property developer in residential townships, commercial and integrated development projects in Malaysia.

(a) Property Development

GLM currently has a vast landbank in Malaysia. It is currently developing an integrated development, Emerald 9 in Malaysia, the second mixed-use development in GLM's Malaysia portfolio, which comprises Damansara City. It is also expanding its residential portfolio in Malaysia and has launched Emerald Hills and Garland Residence II.

Emerald 9 is an integrated development comprising residences, offices, retail and green community spaces targeted to be completed in phases between 2023 to 2027. Situated in a prime location within Cheras 9th Mile, the freehold development is linked to the Taman Suntex MRT station and is eight stops away from Kuala Lumpur City Centre. As at 31 December 2021, 89% of the 816 serviced apartment units launched have been sold.

Emerald Hills is an exclusive gated and guarded residential enclave in Alam Damai, Cheras, and continues to be well-received by buyers. As at 31 December 2021, 74% of the 727 condominium units launched have been sold. Located 18km from Kuala Lumpur City Centre, residents also enjoy the convenience of public transportation, accessibility through major highways and a plethora of amenities nearby. The development is scheduled for completion in phases between 2022 and 2025.

In Selangor, Garland Residence II, with 336 terrace houses, was launched for sale in April 2021, of which 35% has been sold as at 30 June 2021. It is scheduled for completion in 2023. Emerald Rawang is a master-planned township development located on a 1,000-acre land within the fast-growing Rawang town in Selangor.

(b) Property Investment

GLM is also active in property investment in Malaysia, through its associate company Tower Real Estate Investment Trust which owns Menara HLX, Plaza Zurich and Menara Guoco.

(c) Hotels

GLM owns a hotel in Malaysia namely Sofitel Kuala Lumpur Damansara, and GuocoLand Hotels Pte. Ltd., a subsidiary of GLL owns two hotels in Malaysia, namely Thistle Port Dickson Hotel and Thistle Johor Bahru Hotel.

Sofitel Kuala Lumpur Damansara is located in the prestigious neighbourhood of Damansara Heights, surrounded by new commercial and retail developments at the fringe of Kuala Lumpur City Centre, Sofitel Kuala Lumpur Damansara boasts 312 luxury rooms and suites with tremendous city views. The hotel offers over 15,000 sq ft of state-of-the-art meeting and event facilities in exceptional settings to accommodate business or social occasions. Sofitel Kuala Lumpur Damansara showcases exceptional local and international cuisines through its five F&B outlets. It is also home to the country's first luxury hotel with a spa that offers hammam, a naturally-lit fitness club and swimming pool with sundecks. Situated 60km away from Kuala Lumpur International Airport and within walking distance to Kuala Lumpur's Sungai Buloh-Kajang MRT line, popular tourist destinations and attractions such as Kuala Lumpur City Centre, Petronas Twin Towers, Menara KL Tower and Merdeka Square are easily accessible.

Thistle Port Dickson Resort is a beachfront resort in one of Malaysia's most popular seaside holiday destinations, Port Dickson. Offering 251 tastefully-furnished rooms and suites with views of the Straits of Malacca, the resort is a perfect retreat from the hustle and bustle of city life. The contemporary resort provides a full-suite of leisure facilities and services, including an outdoor swimming pool with water play zone for kids, water sports activities and an outdoor team-building facility. Fully equipped with 12 meetings and event facilities, including 2 ballrooms and a seaside lawn, Thistle Port Dickson Resort is ideal for hosting corporate retreats, weddings, birthday celebrations and other social events.

Thistle Johor Bahru Hotel is strategically located within easy access to Johor Bahru's business hub, commercial centres and shopping destinations, Thistle Johor Bahru Hotel has 381 well-appointed rooms and suites offering views of the Straits of Johor or the city skyline. The Senai and Changi international airports are an approximate 40-minute and 90-minute drive respectively. Featuring a ballroom for theatre-style seating or sit-down dinners, Thistle Johor Bahru Hotel is ideal for hosting weddings and corporate events. A wide variety of dining options are also available for every occasion. Other facilities include complimentary WIFI, an outdoor pool with relaxing garden views, an executive lounge, valet, laundry and dry-cleaning services, and a gym.

United Kingdom and Australia (through its investment in EWI in strategic partnership with EWB)

In April 2017, the Group expanded into the new markets of the United Kingdom and Australia through its strategic partnership with EWB.

In the United Kingdom, EWI has two joint ventures, namely Eco World-Ballymore Holdings Company Limited ("**EcoWorld Ballymore**") and Eco World London Holdings Limited ("**EcoWorld London**"). The three EcoWorld Ballymore projects comprise: (i) Embassy Gardens Phase 2 of private residential units, affordable homes and commercial space located at the heart of Nine Elms neighbourhood; (ii) Wardian London, a set of twin towers of 50 and 55 storeys located at Isle of Dogs next to Canary Wharf; and (iii) London City Island Phase 2 for the new neighbourhood in London housing the English National Ballet located at Leamouth Peninsula near Canary Wharf.

The EcoWorld London joint venture (which was completed in December 2017) provides EWI access to the mid-mainstream market. The projects housed under this joint venture which are predominantly residential are: Kensal Rise, Maida Hill, Millbrook Park, Aberfeldy Village, Kew Bridge and Lampton.

In Australia, EWI has 2 completed projects: West Village of Parramatta, Sydney and Yarra 1, South Yarra, Melbourne. The West Village project is a 39-storey tower with residential units and a six-storey retail podium whilst the Yarra 1 project consists of a 26-storey residential tower with ground and first floor retail podium and offices. EWI had also completed acquisition of 30 apartment units in Macquarie Park in August 2020 for redevelopment.

Strategy

GLL aims to be a premier multi-platform real estate group. In furtherance of this aim, GLL continues to allocate resources to growth sectors in its chosen geographical markets to achieve scalability, sustainability and growth in these markets.

GLL's medium and long-term strategy is to create shareholder value and sustainable earnings with an emphasis on growth. The Group is working on the following initiatives:

Scalability through quality land acquisitions

The Group has prime landbank in its embedded markets of Singapore, the PRC and Malaysia. The Group intends to replenish its landbank when its development projects are progressively sold and remains on the lookout for strategic land acquisition and investment opportunities which offer good value. The Group continually explores investment opportunities and/or acquisitions in the real estate sector. The strength of its balance sheet ensures that the Group has sufficient financial resources to capitalise on suitable opportunities when they arise.

Leveraging on proven execution capability

The Group has developed a strong brand as a premium real estate group, with a portfolio of iconic mixed-use developments and luxury homes in key gateway cities within Asia. The Group intends to leverage on its track record and execution capabilities, to scale up its property development business.

It will leverage on its core competencies in property development, investment and management to undertake complex development projects to create value and scale in its business model.

Expansion into new markets

With a substantial exposure in Asia in the markets of Singapore, the PRC and Malaysia, the Group also expanded into the United Kingdom and Australia through its strategic partnership with EWB. The Group believes that its expansion into cities outside of Asia expands its potential for growth, given that they are large markets offering reasonable returns, with high levels of governance and clear and strong rule of law. The Group will continue to evaluate and explore other new markets for opportunities for growth.

Continuing to grow recurring businesses for stable income streams

Recurring businesses, which include property rental, property and asset management, and hotel operations, have been part of the Group's key initiatives contributing to its sustainable and long term development. The Group is exploring opportunities to transform into a multi-platform real estate group to boost its recurrent income. The Group also seeks to further strengthen its income base and expand recurring income through investment properties and managing third party assets. A higher proportion of recurring income provides better cashflow visibility and stable earnings contribution as it mitigates the impacts of cyclical fluctuations in the property markets.

Competitive Strengths

GLL believes that the Group has the following competitive strengths:

(a) *Core competencies as a real estate developer*

The Group has been involved in property development and investment since 1990. It is a well-established developer in the private residential property market in Singapore, having successfully developed 39 residential projects yielding more than 11,000 apartments and homes over the last 31 years. The Group has also established property operations in the PRC and Malaysia.

(b) *Quality asset base and landbank in its core markets*

The Group has built up a quality landbank in its embedded markets. The Group has a sizeable presence in Singapore's CBD. In the PRC, it is undertaking property development and property investment operations in Shanghai and Chongqing. Its developments in Malaysia are also situated at prime locations integrated with or near to major transportation hubs.

The Group's strategy of building up a sustainable landbank in the countries in which it operates has enabled the Group to expand its property development operations, thereby increasing its market presence in these countries.

(c) *Experienced and professional management team*

The Group has an experienced and professional management team led by its Chief Executive Officer, Mr Cheng Hsing Yao. The key senior management team comprises Mr Andrew Chew Kwang Ming as Group Chief Financial Officer, Mr Tan Wee Bee as Group Managing Director and Mr Peter Lee Wai Mun as Country Managing Director.

(d) *Sustainable financial strength*

The Group had total assets of S$12.1 billion and total equity of S$4.4 billion as at 31 December 2021. The Group was profitable in the last two years with profit attributable to shareholders of S$169.1 million in FY2021 and S$114.1 million in FY2020. The Group posted profit attributable to shareholders of $67.5 million in first half of FY2022.

(e) *Ability to leverage on the strength and track record of the Hong Leong Group (including the GGL group of companies)*

The immediate holding company of GLL is GuocoLand Assets Pte. Ltd., incorporated in the Republic of Singapore. The intermediate holding company of GLL is Guoco Group Limited ("**GGL**"). The ultimate holding company of GLL is GuoLine Capital Assets Limited ("**GCA**"), incorporated in Jersey Channel Islands. GCA and GGL are members of the Hong Leong group of companies (the "**Hong Leong Group**"). Brief descriptions of GGL and the Hong Leong Group are set out below.

GGL is a company listed on The Stock Exchange of Hong Kong Limited. GGL is an investment holding and investment management company. GGL (including its subsidiaries and associated companies) is primarily involved in principal investment, property development and investment, hospitality and leisure business and financial services. Headquartered in Hong Kong, GGL primarily operates in Hong Kong, China, Singapore, Malaysia, the United Kingdom and Australasia.

The Hong Leong Group, founded in 1963, is one of the largest conglomerates in Southeast Asia. Its operations span the globe with core businesses in a diverse range of industries – financial services, manufacturing and distribution, property development and investment, hospitality and leisure, consumer goods, healthcare and principal investments. With listed companies on stock exchanges in Malaysia, Singapore, Hong Kong and London and a workforce of over 35,000 people, the Hong Leong Group's reach has gone beyond the shores of its home base into the global arena.

(f) *Strong corporate governance and internal controls*

The Group is committed to maintaining good standards of corporate governance and has its own code of corporate governance which provides the framework for its corporate governance policies and practices. The Group also has in place an enterprise risk management framework and internal controls to identify and mitigate significant business risks.

Financial Review of the Group

The following sets out the selected financial information of the Group for FY2020, FY2021 and 1H FY2021 and 1H FY2022. The selected financial information has been derived from the Group's financial statements included as Appendix II for FY2020, Appendix III for FY2021 and the Group's unaudited results for the half year ended 31 December 2021 and 31 December 2020 as set out in Appendix IV. The following information should be read together with those financial statements or results and the notes thereto (if any).

Income Statement Information

	Unaudited		**Audited**	
	Group 1H FY2022	**Group 1H FY2021**	**Group FY2021**	**Group FY2020**
	S$'000	**S$'000**	**S$'000**	**S$'000**
Revenue	452,745	319,599	853,734	934,802
Cost of sales	(312,576)	(224,622)	(585,291)	(635,511)
Gross profit	140,169	94,977	268,443	299,291
Other income	32,873	18,632	138,936	160,513
Administrative expenses	(38,003)	(38,075)	(75,063)	(87,913)
Other expenses	(18,729)	(1,084)	(9,475)	(128,453)
Finance costs	(39,947)	(42,822)	(95,670)	(108,282)
Share of (loss)/profit of associates & joint ventures (net of tax)	(911)	7,961	12,704	20,922
Profit before tax	75,452	39,589	239,875	156,078
Tax expenses	(21,528)	(25,369)	(37,762)	(66,677)
Profit attributable to:				
Equity holders of GLL	**67,531**	**22,886**	**169,106**	**114,069**
Non-controlling interests	694	(8,676)	30,422	(24,023)
Profit for the period/year	**68,225**	**14,210**	**199,528**	**90,046**

Statement of Financial Position

	Unaudited	Audited	
	As at	As at	As at
	31 December 2021	30 June 2021	30 June 2020
	S$'000	S$'000	S$'000
Non-current assets			
Property, plant and equipment	471,985	479,055	488,538
Investment properties	5,239,711	4,974,546	4,917,019
Associates and joint ventures	511,866	517,892	529,648
Other receivables, including derivatives	–	–	911
Deferred tax assets	36,759	36,143	24,250
	6,260,321	6,007,636	5,960,366
Current assets			
Inventories	4,110,854	3,550,906	3,922,646
Contract assets	258,159	498,422	40,755
Trade and other receivables, including derivatives	157,095	108,473	202,044
Cash and cash equivalents	1,329,678	1,129,289	933,892
Assets of disposal group and assets held for sale	–	20,856	78,852
	5,855,786	5,307,946	5,178,189
Total assets	**12,116,107**	**11,315,582**	**11,138,555**
Equity			
Share capital	1,926,053	1,926,053	1,926,053
Reserves	2,095,195	2,074,171	1,925,371
Equity attributable to ordinary equity holders of GLL	**4,021,248**	**4,000,224**	**3,851,424**
Perpetual securities	407,508	407,060	406,492
Non-controlling interests	542,282	537,176	503,434
Total equity	**4,971,038**	**4,944,460**	**4,761,350**
Non-current liabilities			
Other payables, including derivatives	724,805	729,168	746,779
Loans and borrowings	5,099,563	4,164,867	4,541,806
Deferred tax liabilities	34,609	34,632	37,517
	5,858,977	4,928,667	5,326,102
Current liabilities			
Trade and other payables, including derivatives	342,498	371,076	247,114
Contract liabilities	144,585	97,472	20,173
Loans and borrowings	766,358	947,366	723,443
Current tax liabilities	32,651	24,011	60,373
Liabilities of disposal group held for sale	–	2,530	–
	1,286,092	1,442,455	1,051,103
Total liabilities	**7,145,069**	**6,371,122**	**6,377,205**
Total equity and liabilities	**12,116,107**	**11,315,582**	**11,138,555**

Review of Performance

Statement of Profit or Loss

For the half year ended 31 December 2021, revenue and gross profit for the Group increased by more than 40% to S$452.7 million and S$140.2 million respectively. This was driven mainly by the higher progressive recognition of sales from the Group's residential developments in Singapore, including Meyer Mansion, Midtown Bay and Midtown Modern. In addition, the sales from Guoco Changfeng City in China during the period have also contributed to the increase in revenue. Revenue from the Group's investment properties increased by 3% and revenue from the hotel business had increased by close to 10%. Gross profit margin of the Group remained stable at approximately 30%.

Other income increased by S$14.2 million mainly due to higher fair value gain on interest rate hedges. Stemming from the appreciation of Chinese Renminbi (RMB) against Singapore dollars during the period, higher net foreign exchange loss was recorded in other expenses. The appreciation of RMB was also the main reason for the Group's translation gain during the period, recorded in the other comprehensive income. Meanwhile, share of profit of associates and joint ventures decreased by S$8.9 million due to lower profit contributed from EWI as compared to the previous corresponding period.

During the period, the Group completed the disposal of its Vietnam subsidiaries, resulting in a net profit from discontinued operation of S$14.3 million. Overall, profit attributable to equity holders of GLL for the half year tripled to S$67.5 million as compared to the previous corresponding period.

Segments

For the half year ended 31 December 2021, GuocoLand Singapore segment continues to be the key contributor to the Group. Revenue increased by more than 40% to S$349.2 million due to higher progressive recognition of sales, including Meyer Mansion, Midtown Bay and Midtown Modern. Profit for the period increased by half to S$82.0 million.

GuocoLand China segment recorded revenue of S$51.1 million for the half year ended 31 December 2021 as compared to S$10.0 million in the previous corresponding period. This was mainly contributed by the sales from Guoco Changfeng City. Consequently, profit for the period was S$6.9 million as compared to a loss in the previous corresponding period. Meanwhile, revenue from the sales of the launched phases of Chongqing GuocoLand 18T Mansion can be recognised only upon completion of the construction and handing over of the units to the buyers.

GuocoLand Malaysia segment's revenue decreased by 26% to S$41.6 million for the half year ended 31 December 2021. This was mainly due to lower progressive recognition of sales as compared to the previous corresponding period. Profit for the period decreased by 14% to S$3.1 million.

Included in the Others segment is the performance of the hotels and EWI. Revenue from hotels increased by 10% to S$10.7 million for the half year ended 31 December 2021. Due to the absence of profit from EWI in the period, the segment recorded a higher loss as compared to the previous corresponding period.

Statement of Financial Position

The Group's equity attributable to ordinary equity holders was S$4.02 billion as at 31 December 2021, which is a marginal increase as compared to 30 June 2021. This was because translation gain and profits recorded for the period were partially offset by dividends payment of S$66.6 million in November 2021.

During the period, the Group completed its acquisition of the Lentor Central site. Mainly due to this acquisition, the Group's investment properties increased by 5% to S$5.24 billion and inventories increased by 16% to S$4.11 billion. Total loans and borrowings increased by 15% mainly for the financing of this acquisition.

Contract assets and trade and other receivables collectively fell by more than 30% mainly due to sales proceeds collected for Martin Modern during the period. Meanwhile, contract liabilities increased by 48% to S$144.6 million mainly due to proceeds received from the sales of residential units of Chongqing GuocoLand 18T Mansion, for which recognition of sales in China will take place upon the completion of the construction and handing over of the units to the buyers.

As at 31 December 2021, the Group's gearing remains at approximately one time.

Statement of Cash Flows

For the half year ended 31 December 2021, net cash used in operating and investing activities was S$195.8 million and S$203.7 million respectively, mainly due to the land acquisition during the period. Cash used in the acquisition was partially offset by cash collection from sales proceeds from operation. Meanwhile, financing activities generated net cash of S$565.9 million during the period mainly from loans and borrowings for financing of the land acquisition.

PURPOSE OF THE PROGRAMME AND USE OF PROCEEDS

The net proceeds arising from the issue of the Securities under the Programme (after deducting issue expenses) will be used for the purposes of financing general working capital and corporate requirements of the Group or such other purpose(s) as may be specified in the relevant Pricing Supplement.

CLEARING AND SETTLEMENT

Clearance and Settlement under the Depository System

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

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

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a Global Security or a Global Certificate for persons holding the Securities in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Securities through the Depository System may be effected through certain corporate depositors ("**Depository Agents**"). Depositors holding the Securities in direct securities accounts with CDP, and who wish to trade Securities through the Depository System, must transfer the Securities to a securities sub-account with a Depository Agent for trade settlement.

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

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

Clearance and Settlement under Euroclear and Clearstream, Luxembourg

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

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

TAXATION

Singapore Taxation

The statements made herein regarding taxation are general in nature and based on certain aspects of current tax laws and regulations in Singapore and administrative guidelines issued by IRAS and MAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, regulations or administrative guidelines, or in the interpretation of these laws, regulations or guidelines, occurring after such date, which changes could be made on a retroactive basis. These laws, regulations and guidelines are also subject to interpretation and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither the statements below nor any other statements in this Information Memorandum related to tax matters are intended or are to be regarded as advice on the tax position of any Securityholder or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. The statements made herein relate to the position of persons who are absolute beneficial owners of the Securities and may or may not apply equally to all persons. Prospective Securityholders are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arrangers and any other persons involved in the issuance of the Securities, accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Securities.

In addition, the disclosure below is on the assumption that IRAS regards each tranche of the Perpetual Securities as "debt securities" for the purposes of the ITA and that distribution payments made under each tranche of the Perpetual Securities (including any Arrears of Distribution and Additional Distribution Amount) will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available for qualifying debt securities, provided that the other conditions for the qualifying debt securities scheme are satisfied. If any tranche of the Perpetual Securities is not regarded as "debt securities" for the purposes of the ITA, distribution payments made under each tranche of the Perpetual Securities (including any Arrears of Distribution and Additional Distribution Amount) are not regarded as interest payable on indebtedness, and/or holders thereof are not eligible for the tax concessions or exemptions under the qualifying debt securities scheme, the tax treatment to holders may differ. Investors and holders of any tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of any tranche of the Perpetual Securities.

There is no assurance that IRAS will agree to treat any particular tranche of Perpetual Securities as debt securities and distributions thereon as interest.

1. **Interest, Distributions & Other Payments**

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

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

(b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0 per cent. final withholding tax described below) to non-resident non-individuals is currently 17.0 per cent. The applicable rate for non-resident individuals is currently 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 rate 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 or break cost from debt securities derived on or after 15 February 2007,

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

In addition, as the Programme as a whole was arranged by Financial Sector Incentive (Bond Market) Company(ies) (as defined in the ITA) at such time, any tranche of the Securities ("**Relevant Securities**") issued as debt securities under the Programme from the date of the Information Memorandum to 31 December 2023 would be qualifying debt securities ("**QDS**") for the purposes of the ITA and the following treatment should apply:

(a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS shall not apply if the non-resident person acquires the Relevant Securities using the funds and profits of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Qualifying Income**") from the Relevant Securities paid by the Issuer and derived by a holder who is not resident in Singapore and who (i) does not have any permanent establishment in Singapore or (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

(b) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require), Qualifying Income from the Relevant Securities paid by the Issuer and derived by any company or a body of persons (as defined in the ITA) in Singapore is subject to 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 Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Securities 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 the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require,

   payments of Qualifying Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

For the purposes of the foregoing, the term "offering documents" means the prospectus, offering circulars, information memoranda, pricing supplements or other documents issued to investors in connection with an issue of securities.

Notwithstanding the foregoing:

(A) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50.0 per cent. or more of the principal amount of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Securities would not qualify as QDS; and

(B) even though a particular tranche of Relevant Securities are QDS, if, at any time during the tenure of such tranche of Relevant Securities, 50.0 per cent. or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Securities held by:

   (I) any related party of the Issuer; or

(II) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the 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 terms "break cost", "prepayment fee" and "redemption premium" are defined in the ITA as follows:

(aa) "**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;

(bb) "**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; and

(cc) "**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.

References to "break cost", "prepayment fee" and "redemption premium" in this Singapore tax disclosure have their same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) is derived from the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Relevant Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA.

2. Capital Gains

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

Holders of the Securities who apply or who are required to apply Singapore Financial Reporting Standard ("**FRS**") 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes".

3. 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 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 Securities 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 Securities.

4. Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register, and Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

Securityholders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

The Programme Agreement provides for Securities to be offered from time to time through one or more Dealers. The price at which a Series or Tranche will be issued will be determined prior to its issue between the Issuer and the relevant Dealer(s). The obligations of the Dealers under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. Each Dealer (acting as principal) will subscribe or procure subscribers for Securities from the Issuer pursuant to the Programme Agreement.

The Arrangers, the Dealers or any of their respective affiliates may have performed certain banking and advisory services for the Issuer, the Guarantor and/or its 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 Issuer, the Guarantor and/or its affiliates in the ordinary course of the Issuer's, the Guarantor's or their business. The Issuer and/or the Guarantor may from time to time agree with the relevant Dealer(s) that the Issuer and/or the Guarantor may pay certain third parties commissions (including, without limitation, rebates to private banks as specified in the applicable Pricing Supplement).

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

In connection with the issue of any Tranche of Securities, such Securities, when issued, may not have a market. The Dealer or Dealers (if any) may advise the Issuer that they intend to make a market in such Securities as permitted by applicable law. They are not obligated, however, to make a market in the Securities and any market-making may be discontinued at any time at their sole discretion. Accordingly, no assurance can be given as to the development or liquidity of any market for such Securities.

The Arrangers, the Dealers or any of their respective affiliates may purchase Securities for its own account or enter into secondary market transactions or derivative transactions relating to the Securities, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackaging and credit default swaps, at the same time as the offering of the Securities. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Securities to which this Information Memorandum relates (notwithstanding that such selected counterparties may also be a purchaser of the Securities). As a result of such transactions, the Arrangers, the Dealers or any of their respective affiliates may hold long or short positions relating to the Securities.

The Arrangers, Dealers and their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Dealers may have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer, the Guarantor and/or its subsidiaries, jointly controlled entities or associated companies from time to time. The Arrangers, the Dealers or any of their respective affiliates have received, or may in the future receive, customary fees and/or commissions for these transactions. In the ordinary course of their various business activities, the Dealers and their affiliates may make or hold (on their own account, on behalf of clients or in their capacity of investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments and enter into other transactions, including credit derivatives (such as asset swaps, repackaging and credit default swaps) in relation thereto. Such transactions, investments and securities activities may involve securities and instruments of the Issuer or its subsidiaries, jointly controlled entities or associated companies, including Securities issued under the Programme, may be entered into at the same time or proximate to offers and sales of Securities or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Securities. Securities issued under the Programme may be purchased by or be allocated to any Dealer or an affiliate for asset management and/or proprietary purposes but not with a view to distribution.

Accordingly, references herein to the Securities being "offered" should be read as including any offering of the Securities to the Arrangers, the Dealers and/or their respective affiliates for their own account. Such entities are not expected to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so.

While the Arrangers, the Dealers and/or any of their respective affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause the Arrangers, the Dealers or any of their respective affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Securities. The Arrangers, the Dealers or any of their respective affiliates may receive returns on such transactions and have no obligations 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 Securities.

United States

The Securities 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. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

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

Each Dealer has agreed that, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer, sell or, in the case of Bearer Securities, deliver the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable Tranche of which such Securities are a part, as determined and certified to the Issuing and Paying Agent by such Dealer (or, in the case of an identifiable Tranche of Securities sold to or through more than one Dealer, by each of such Dealers with respect to Securities of an identifiable Tranche purchased by or through it, in which case the Issuing and Paying Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche of Securities, an offer or sale of Securities within the United States by a dealer that is not participating in the offering of such Tranche of Securities may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement in respect of any Securities specifies "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 Securities which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(i) the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II;

(b) 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

(c) not a qualified investor as defined in the Prospectus Regulation (as defined below); and

(ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the Pricing Supplement in respect of any Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Securities to the public in that Member State:

(i) if the Pricing Supplement in relation to the Securities specifies that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(iii) 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 Issuer for any such offer; or

(iv) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (ii) to (iv) above shall require the 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 Securities to the public**" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended).

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(i) the expression "retail investor" means a person who is one (or more) of the following:

  (a) 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**");

  (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

  (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(ii) 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the applicable Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom, except that it may make an offer of such Securities to the public in the United Kingdom:

(i) if the Pricing Supplement in relation to the Securities specify that an offer of those Securities may be made other than pursuant to section 86 of the FSMA (a "Public Offer"), following the date of publication of a prospectus in relation to such Securities which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by final terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;

(ii) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(iii) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iv) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Securities referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA, or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "an offer of Securities to the public" in relation to any Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

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

(i) in relation to any Securities which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or 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 Securities would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

PRC

Each Dealer has represented and agreed that the Securities are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including Hong Kong, Macau Special Administrative Region of the People's Republic of China, and Taiwan), except as permitted by the securities laws of the PRC.

Hong Kong

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

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

Singapore

Each Dealer has acknowledged that this Information Memorandum has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Any reference to the "**SFA**" is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

General

Each Dealer understands that no action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of this Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction (other than Singapore) where action for that purpose is required.

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

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

GENERAL AND OTHER INFORMATION

INFORMATION ON DIRECTORS

1. The name and designation of each of the Directors of the Issuer as at the Latest Practicable Date, are set out below:

Name	Designation
Cheng Hsing Yao	Director
Andrew Chew Kwang Ming	Director
Koh Hwee Keow	Director

2. The name and designation of each of the Directors of the Guarantor as at the Latest Practicable Date, are set out below:

Name	Designation
Moses Lee Kim Poo	Director and Chairman
Cheng Hsing Yao	Director and Chief Executive Officer
Quek Leng Chan	Director
Kwek Leng Hai	Director
Jennie Chua Kheng Yeng	Director
Saw Kok Wei	Director
Chew Seong Aun	Director
Wee Lieng Seng	Director

MATERIAL ADVERSE CHANGE

3. There has been no material adverse change in the financial condition or business of the Issuer, the Guarantor or the Group since 30 June 2021.

SHARE CAPITAL

4. Within the two years preceding the Latest Practicable Date, no option to subscribe for shares in, or debentures of, the Issuer has been granted to, or was exercised by, any Director of the Issuer.

5. Within the two years preceding the Latest Practicable Date, no option to subscribe for shares in, or debentures of, the Guarantor has been granted to, or was exercised by, any Director of the Guarantor.

BORROWINGS

6. Save as disclosed in this Information Memorandum and in Appendix III, the Guarantor and the Group had as at 30 June 2021 no other borrowings.

CHANGES IN ACCOUNTING POLICIES

7. As at the Latest Practicable Date, the Group has adopted new and amended accounting standards and the application of such standards do not have a material effect on the financial statements of the Group.

LITIGATION

8. Save as disclosed in this Information Memorandum, there are no legal or arbitration proceedings pending or (so far as the Issuer and the Guarantor are aware) threatened against the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries (as defined in the Trust Deed) the outcome of which is likely to have or have had during the 12 months prior to the date of this Information Memorandum a material adverse effect on the financial position of the Group.

CONSENT

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

DOCUMENTS AVAILABLE FOR INSPECTION

10. Copies of the following documents may be inspected at the registered office of the Issuer at 1 Wallich Street #31-01 Guoco Tower Singapore 078881 with prior appointment during normal business hours for a period of six months from the date of this Information Memorandum:

    (a) the Constitution of each of the Issuer and the Guarantor;

    (b) the Trust Deed;

    (c) the letter of consent referred to in paragraph 9 above;

    (d) the audited financial statements of GLL IHT Pte. Ltd. for the financial year ended 30 June 2021;

    (e) the audited financial statements of GuocoLand Limited and its subsidiaries for the financial year ended 30 June 2020; and

    (f) the audited financial statements of GuocoLand Limited and its subsidiaries for the financial year ended 30 June 2021.

FUNCTIONS, RIGHTS AND OBLIGATIONS OF THE TRUSTEE

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

AUDITED FINANCIAL STATEMENTS OF GUOCOLAND LIMITED AND ITS SUBSIDIARIES FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020

The information in this Appendix II has been reproduced from the audited financial statements of the Group for the financial year ended 30 June 2020 *and has not been specifically prepared for inclusion in this Information Memorandum.*

Independent Auditors' Report

Members of the Company
GuocoLand Limited

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Opinion

We have audited the financial statements of GuocoLand Limited (the "Company") and its subsidiaries (the "Group"), which comprise the statements of financial position of the Group and the Company as at 30 June 2020, the statement of profit or loss, statement of comprehensive income, statement of changes in equity and statement of cash flows of the Group for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information, as set out on pages 59 to 149.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position of the Company are properly drawn up in accordance with the provisions of the Companies Act, Chapter 50 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)s") so as to give a true and fair view of the financial position of the Group and the Company as at 30 June 2020 and the financial performance, changes in equity and cash flows of the Group for the year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the "*Auditors' responsibilities for the audit of the financial statements*" section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of Investment Properties ($4.9 billion)
(Refer to Note 5 to the financial statements)

Risk

The Group owns a portfolio of investment properties in Singapore, Malaysia and China. Investment properties represent the single largest asset category on the consolidated statement of financial position.

The investment properties are stated at their fair values based on independent external valuations. The valuation process involves significant judgement in determining the appropriate valuation methodology to be used, and in estimating the underlying assumptions to be applied. The valuations are sensitive to key assumptions applied, including those relating to capitalisation rate and comparable sales price, i.e. a small change in assumptions may have a significant impact to the valuation.

The independent valuation reports have highlighted estimation uncertainty arising from the COVID-19 outbreak, a higher degree of caution should be exercised when relying upon the valuation. The valuations are based on the information available as at the date of valuations and values may change significantly and unexpectedly over a short period of time.

Our response

We evaluated the competence and objectivity of the external valuers and held discussions with the valuers to understand their valuation methods and assumptions used.

We considered the valuation methodologies used against those applied by other valuers for similar property types. We assessed the reasonableness of the rental information used in the valuations by comparing to supporting leases and externally available industry data. We also assessed the reasonableness of the key assumptions, which included capitalisation rate, gross development value and comparable sales price used in the valuations by comparing them to available industry data, taking into consideration relevant market factors and conditions.

We also considered industry research reports and discussed with the valuers the impact of COVID-19 on the critical assumptions applied in the valuations.

We assessed whether the disclosures in the financial statements appropriately described the judgements and uncertainties inherent in the valuations.

Our findings

The valuers are members of recognised professional bodies for valuers and have considered their own independence in carrying out their work.

The valuation methodologies adopted by the valuers are in line with generally accepted market practices and the key assumptions used are within the range of available market data for comparable properties, based on market conditions. We found the disclosures in the financial statements to be appropriate in their description of the inherent judgement, estimation and uncertainties involved.

Independent Auditors' Report

Members of the Company
GuocoLand Limited

Valuation of Development Properties ($3.9 billion)
(Refer to Note 9 to the financial statements)

Risk

The Group's development properties comprise mainly residential properties in Singapore, Malaysia and China. Development properties are stated at the lower of their cost and their estimated net realisable value ("NRV").

The determination of the estimated NRV is largely dependent on the forecast selling price for the property. The uncertain economic outlook and market sentiments might exert downward pressure on property prices. There is therefore a risk that the carrying value of development properties exceeds future selling price, resulting in unforeseen losses when the properties are eventually sold.

Our response

We assessed the reasonableness of the forecast selling prices by considering recent transacted sales prices for the same project and/or comparable properties as well as market research reports.

We also performed sensitivity analysis for selling price decline and/or construction cost escalation to assess the risk of unforeseen losses.

Our findings

In making its estimates of the forecast selling prices, which is used in determining the NRV, the Group takes into account the macroeconomic and real estate price trend for the markets in which the properties are located. We found the Group's forecast selling prices to be within the range of observable selling prices in the market.

Other information

Management is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have not obtained any other information prior to the date of this auditors' report except for the Directors' Statement. The remaining other information is expected to be made available to us after that date.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information that we obtained prior to the date of this auditors' report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the remaining other information, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with SSAs.

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

Independent Auditors' Report

Members of the Company
GuocoLand Limited

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In our opinion, the accounting and other records required by the Act to be kept by the Company and by those subsidiary corporations incorporated in Singapore of which we are the auditors have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditors' report is Lee Sze Yeng.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
24 August 2020

Statements of Financial Position

As At 30 June 2020

		GROUP		COMPANY	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000	30 JUNE 2020 $'000	30 JUNE 2019 $'000
Non-current assets					
Property, plant and equipment	4	**488,538**	592,263	**-**	-
Investment properties	5	**4,917,019**	4,877,319	**-**	-
Subsidiaries	6	**-**	-	**2,135,935**	2,215,738
Associates and joint ventures	7	**529,648**	543,969	**-**	-
Other receivables, including derivatives	10	**911**	891	**-**	-
Deferred tax assets	8	**24,250**	29,795	**-**	-
		5,960,366	6,044,237	**2,135,935**	2,215,738
Current assets					
Inventories	9	**3,922,646**	2,982,227	**-**	-
Contract assets	20	**40,755**	35,113	**-**	-
Trade and other receivables, including derivatives	10	**202,044**	146,154	**1**	3
Cash and cash equivalents	12	**933,892**	823,718	**167**	214
Assets held for sale	13	**78,852**	-	**-**	-
		5,178,189	3,987,212	**168**	217
Total assets		**11,138,555**	10,031,449	**2,136,103**	2,215,955
Equity					
Share capital	14	**1,926,053**	1,926,053	**1,926,053**	1,926,053
Reserves	15	**1,925,371**	1,899,645	**178,665**	258,598
Equity attributable to ordinary equity holders of the Company		**3,851,424**	3,825,698	**2,104,718**	2,184,651
Perpetual securities	16	**406,492**	405,949	**-**	-
		4,257,916	4,231,647	**2,104,718**	2,184,651
Non-controlling interests	6	**503,434**	410,866	**-**	-
Total equity		**4,761,350**	4,642,513	**2,104,718**	2,184,651
Non-current liabilities					
Other payables, including derivatives	19	**746,779**	610,771	**30,352**	30,352
Loans and borrowings	17	**4,541,806**	4,204,356	**-**	-
Deferred tax liabilities	8	**37,517**	22,874	**-**	-
		5,326,102	4,838,001	**30,352**	30,352
Current liabilities					
Trade and other payables, including derivatives	18	**247,114**	204,033	**1,033**	903
Contract liabilities	20	**20,173**	21,171	**-**	-
Loans and borrowings	17	**723,443**	285,440	**-**	-
Current tax liabilities		**60,373**	40,291	**-**	49
		1,051,103	550,935	**1,033**	952
Total liabilities		**6,377,205**	5,388,936	**31,385**	31,304
Total equity and liabilities		**11,138,555**	10,031,449	**2,136,103**	2,215,955

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Profit or Loss

For the year ended 30 June 2020

	NOTE	2020 $'000	2019 $'000
Revenue	20	**941,841**	926,957
Cost of sales		**(641,757)**	(631,102)
Gross profit		**300,084**	295,855
Other income	21	**162,618**	238,798
Administrative expenses		**(88,215)**	(93,290)
Other expenses	22	**(128,429)**	(37,441)
Finance costs	23	**(108,282)**	(107,691)
Share of profit of associates and joint ventures (net of tax)	7	**20,922**	12,789
Profit before tax	24	**158,698**	309,020
Tax expense	25	**(68,652)**	(21,404)
Profit for the year		**90,046**	287,616
Profit attributable to:			
Equity holders of the Company		**114,069**	255,674
Non-controlling interests		**(24,023)**	31,942
Profit for the year		**90,046**	287,616
Earnings per share (cents)	26		
Basic		**8.57**	21.30
Diluted		**8.57**	21.30

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Comprehensive Income

For the year ended 30 June 2020

	2020 $'000	2019 $'000
Profit for the year	**90,046**	287,616
Other comprehensive income		
Items that are or may be reclassified subsequently to profit or loss:-		
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	**6,670**	(117,400)
Translation differences of subsidiaries reclassified to profit or loss upon disposal	**(49)**	-
Effective portion of changes in fair value of cash flow hedges	**607**	2,407
Effective portion of changes in fair value of net investment hedges	**(1,652)**	6,763
Total other comprehensive income for the year, net of tax	**5,576**	(108,230)
Total comprehensive income for the year, net of tax	**95,622**	179,386
Attributable to:		
Equity holders of the Company	**119,966**	160,969
Non-controlling interests	**(24,344)**	18,417
Total comprehensive income for the year, net of tax	**95,622**	179,386

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Changes in Equity

For the year ended 30 June 2020

	ATTRIBUTABLE TO ORDINARY EQUITY HOLDERS OF THE COMPANY							
	SHARE CAPITAL $'000	OTHER RESERVES $'000	ACCUMULATED PROFITS $'000	TOTAL ORDINARY EQUITY $'000	PERPETUAL SECURITIES $'000	TOTAL $'000	NON-CONTROLLING INTERESTS $'000	TOTAL EQUITY $'000
At 1 July 2019	1,926,053	(230,300)	2,129,945	3,825,698	405,949	4,231,647	410,866	4,642,513
Total comprehensive income for the year								
Profit for the year	-	-	114,069	114,069	-	114,069	(24,023)	90,046
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	6,483	-	6,483	-	6,483	187	6,670
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	459	-	459	-	459	(508)	(49)
Effective portion of changes in fair value of cash flow hedges	-	607	-	607	-	607	-	607
Effective portion of changes in fair value of net investment hedges	-	(1,652)	-	(1,652)	-	(1,652)	-	(1,652)
Total other comprehensive income, net of tax	-	5,897	-	5,897	-	5,897	(321)	5,576
Total comprehensive income for the year, net of tax	-	5,897	114,069	119,966	-	119,966	(24,344)	95,622
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Accrued distribution for perpetual securities	-	-	(18,943)	(18,943)	18,943	-	-	-
Distribution payment for perpetual securities	-	-	-	-	(18,400)	(18,400)	-	(18,400)
Dividends (note 28)	-	-	(77,684)	(77,684)	-	(77,684)	(1,492)	(79,176)
Capitalisation of shareholder's loan from non-controlling interests	-	-	-	-	-	-	50,000	50,000
Capital contributions from non-controlling interests of a subsidiary	-	-	-	-	-	-	68,404	68,404
Share-based payments	-	2,387	-	2,387	-	2,387	-	2,387
Total contributions by and distributions to equity holders	-	2,387	(96,627)	(94,240)	543	(93,697)	116,912	23,215
Total transactions with equity holders	-	2,387	(96,627)	(94,240)	543	(93,697)	116,912	23,215
At 30 June 2020	1,926,053	(222,016)	2,147,387	3,851,424	406,492	4,257,916	503,434	4,761,350

The accompanying notes form an integral part of these financial statements.

	ATTRIBUTABLE TO ORDINARY EQUITY HOLDERS OF THE COMPANY							
	SHARE CAPITAL $'000	OTHER RESERVES $'000	ACCUMULATED PROFITS $'000	TOTAL ORDINARY EQUITY $'000	PERPETUAL SECURITIES $'000	TOTAL $'000	NON-CONTROLLING INTERESTS $'000	TOTAL EQUITY $'000
At 1 July 2018	1,926,053	(138,217)	1,971,227	3,759,063	404,976	4,164,039	394,456	4,558,495
Total comprehensive income for the year								
Profit for the year	-	-	255,674	255,674	-	255,674	31,942	287,616
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	(103,875)	-	(103,875)	-	(103,875)	(13,525)	(117,400)
Effective portion of changes in fair value of cash flow hedges	-	2,407	-	2,407	-	2,407	-	2,407
Effective portion of changes in fair value of net investment hedges	-	6,763	-	6,763	-	6,763	-	6,763
Total other comprehensive income, net of tax	-	(94,705)	-	(94,705)	-	(94,705)	(13,525)	(108,230)
Total comprehensive income for the year, net of tax	-	(94,705)	255,674	160,969	-	160,969	18,417	179,386
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Accrued distribution for perpetual securities	-	-	(19,272)	(19,272)	19,272	-	-	-
Distribution payment for perpetual securities	-	-	-	-	(18,299)	(18,299)	-	(18,299)
Dividends (note 28)	-	-	(77,684)	(77,684)	-	(77,684)	(1,749)	(79,433)
Capital reduction of a subsidiary with non-controlling interests	-	-	-	-	-	-	(258)	(258)
Share-based payments	-	2,622	-	2,622	-	2,622	-	2,622
Total contributions by and distributions to equity holders	-	2,622	(96,956)	(94,334)	973	(93,361)	(2,007)	(95,368)
Total transactions with equity holders	-	2,622	(96,956)	(94,334)	973	(93,361)	(2,007)	(95,368)
At 30 June 2019	1,926,053	(230,300)	2,129,945	3,825,698	405,949	4,231,647	410,866	4,642,513

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the year ended 30 June 2020

	NOTE	2020 $'000	2019 $'000
Cash flows from operating activities			
Profit before tax		**158,698**	309,020
Adjustments for:-			
Allowance for foreseeable loss on development properties		**4,725**	1,035
Credit loss allowance on trade and other receivables		**223**	775
Depreciation of property, plant and equipment		**17,224**	16,807
Finance costs		**108,282**	107,691
Gain on disposal of interests in a subsidiary	30	**(2,798)**	-
Gain on disposal of property, plant and equipment		**(126,157)**	1
Impairment loss on investment in a joint venture		**47,000**	-
Interest income		**(18,119)**	(19,877)
Net fair value loss on derivative financial instruments		**65,475**	25,988
Net fair value loss/(gain) from investment properties		**8,275**	(197,413)
Share of profit of associates and joint ventures (net of tax)		**(20,922)**	(12,789)
Share-based payments		**2,387**	2,622
Unrealised exchange gain		**(982)**	(5,464)
		243,311	228,396
Changes in:-			
Inventories		**(891,273)**	(140,096)
Contract assets		**(5,886)**	155,993
Trade and other receivables		**(82,651)**	161,955
Trade and other payables		**40,889**	(48,003)
Contract liabilities		**(965)**	(11,987)
Balances with holding companies and related corporations		**(8,616)**	3,203
Cash (used in)/from operating activities		**(705,191)**	349,461
Tax paid		**(26,677)**	(27,993)
Net cash (used in)/from operating activities		**(731,868)**	321,468
Cash flows from investing activities			
Additions to investment properties		**(81,466)**	(42,017)
Additions to property, plant and equipment		**(2,452)**	(7,957)
Balances with associates and joint ventures		**(3,669)**	(112,971)
Capital reduction of a joint venture	7	**-**	281,293
Dividends received from associates and joint ventures	7	**29,268**	162,875
Increase in share capital of subsidiaries with non-controlling interests		**68,404**	-
Interest received		**13,102**	16,783
Proceeds from disposal of property, plant and equipment		**214,777**	-
Net cash from investing activities		**237,964**	298,006

The accompanying notes form an integral part of these financial statements.

	NOTE	2020 $'000	2019 $'000
Cash flows from financing activities			
Capital reduction from non-controlling interests		**-**	(258)
Dividends paid		**(77,684)**	(77,684)
Dividends paid to non-controlling interests	6	**(1,492)**	(1,749)
Distribution payment for perpetual securities		**(18,400)**	(18,299)
Decrease/(Increase) in fixed deposits pledged		**3,680**	(435)
Interest paid		**(167,877)**	(156,111)
Proceeds from loans and borrowings		**1,573,287**	1,543,923
Proceeds from loans from non-controlling interests		**98,973**	17,655
Repayment of loans and borrowings		**(805,257)**	(1,968,820)
Net cash from/(used in) financing activities		**605,230**	(661,778)
Net increase/(decrease) in cash and cash equivalents		**111,326**	(42,304)
Cash and cash equivalents at beginning of the year		**808,874**	870,340
Exchange differences on translation of balances held in foreign currencies		**2,493**	(19,162)
Cash and cash equivalents at end of the year	12	**922,693**	808,874

Significant non-cash transaction:

During the year, a subsidiary capitalised shareholder loan from non-controlling interests of $50.0 million (2019: Nil) through the issuance of shares by the subsidiary to the non-controlling interests.

The accompanying notes form an integral part of these financial statements.

Notes to the Financial Statements

For the year ended 30 June 2020

The financial statements were authorised for issue by the Board of Directors on 24 August 2020.

1. DOMICILE AND ACTIVITIES

GuocoLand Limited (the "Company") is incorporated in Singapore. The address of the Company's registered office is 1 Wallich Street #31-01 Guoco Tower, Singapore 078881.

The financial statements of the Group as at and for the year ended 30 June 2020 comprise the Company and its subsidiaries (together referred to as the "Group" and individually as "Group entities") and the Group's interests in associates and joint ventures.

The principal activity of the Company is that of an investment holding company. The principal activities of the Group are those relating to:-

- investment holding;
- property development and investment;
- hotel operations; and
- provision of management, property management, marketing and maintenance services.

The immediate holding company is GuocoLand Assets Pte. Ltd., incorporated in the Republic of Singapore. The intermediate holding company is Guoco Group Limited, incorporated in Bermuda. The ultimate holding company is Hong Leong Company (Malaysia) Berhad, incorporated in Malaysia.

2. BASIS OF PREPARATION

a. Statement of Compliance

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) (SFRS(I)).

b. Basis of Measurement

The financial statements have been prepared on the historical cost basis except as otherwise described below.

c. Functional and Presentation Currency

These financial statements are presented in Singapore dollars, which is the Company's functional currency. All financial information presented in Singapore dollars have been rounded to the nearest thousand, unless otherwise stated.

2. BASIS OF PREPARATION (CONT'D)

d. Use of Estimates and Judgements

The preparation of the financial statements in conformity with SFRS(I)s requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next financial year are included in the following notes:-

Note 5 – determination of fair value of investment properties
Note 7 – impairment assessment of investment in associates and joint ventures
Note 9 – estimation of the percentage of completion relating to revenue and costs recognised on development properties and allowance for foreseeable losses on development properties

e. Measurement of Fair Values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established control framework with respect to the measurement of fair values. All valuations are reviewed by the Group's Chief Financial Officer ("CFO"), who has overall responsibility for all significant fair value measurements, including Level 3 fair values.

The CFO reviews significant unobservable inputs and valuation adjustments. If third party information, such as property valuers, broker quotes or pricing services, is used to measure fair value, then the finance team assesses the evidence obtained from the third party to support the conclusion that such valuations meet the requirements of SFRS(I), including the level in the fair value hierarchy which the resulting fair value estimate should be classified.

When measuring the fair value of an asset or liability, the Group uses observable market data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:-

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

Notes to the Financial Statements
For the year ended 30 June 2020

2. BASIS OF PREPARATION (CONT'D)

e. Measurement of Fair Values (cont'd)

The Group recognised transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:-

Note 5 – Investment properties
Note 31 – Financial instruments

3. SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements and have been applied consistently by Group entities.

a. Basis of Consolidation

(i) *Business combinations*

The Group accounts for business combinations using the acquisition method when control is transferred to the Group.

The Group measures goodwill at the date of acquisition as:-

- the fair value of the consideration transferred; plus
- the recognised amount of any NCI in the recognised; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the recognised,

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed. Any goodwill that arises is tested annually for impairment.

When the excess is negative, a bargain purchase gain is recognised immediately in profit or loss.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in profit or loss.

Any contingent consideration payable is recognised at fair value at the date of acquisition and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is classified as equity, it is not remeasured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in profit or loss.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(i) *Business combinations (cont'd)*

When share-based payment awards (replacement awards) are exchanged for awards held by the recognise's employees (recognise's awards) and relate to past services, then all or a portion of the amount of the acquirer's replacement awards is included in measuring the consideration transferred in the business combination. This determination is based on the market-based value of the replacement awards compared with the market-based value of the recognise's awards and the extent to which the replacement awards relate to past and/or future service.

NCI that are present ownership interests and entitle their holders to a proportionate share of the recognise's net assets in the event of liquidation are measured either at fair value or at the NCI's proportionate share of the recognised amounts of the recognise's identifiable net assets, at the date of acquisition. The measurement basis taken is elected on a transaction-by-transaction basis. All other NCI are measured at acquisition-date fair value, unless another measurement basis is required by SFRS(I)s.

Costs related to the acquisition, other than those associated with the issue of debt or equity investments, that the Group incurs in connection with a business combination are expensed as incurred.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or loss. Adjustments to NCI arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

(ii) *Subsidiaries*

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

(iii) *Acquisitions from entities under common control*

Business combinations arising from transfers of interests in entities that are under the control of the shareholder that controls the Group are accounted for as if the acquisition had occurred at the beginning of the earliest comparative year presented or, if later, at the date that common control was established. The assets and liabilities acquired are recognised at the carrying amounts recognised previously in the Group controlling shareholder's consolidated financial statements. The components of equity of the acquired entities are added to the same components within Group equity and any gain/loss arising is recognised directly in equity.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(iv) *Loss of control*

Upon the loss of control, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising on the loss of control is recognised in profit or loss. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost.

(v) *Investments in associates and joint ventures (equity accounted investees)*

Associates are those entities in which the Group has significant influence, but not control or joint control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity. A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Investments in associates and joint ventures are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the profit or loss and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group's share of losses exceeds its interest in an equity-accounted investee, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

(vi) *Joint operations*

A joint operation is an arrangement in which the Group has joint control whereby the Group has rights to the assets, and obligations for the liabilities, relating to an arrangement. The Group accounts for each of its assets, liabilities and transactions, including its share of those held or incurred jointly, in relation to the joint operation.

(vii) *Transactions eliminated on consolidation*

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements. Unrealised gains arising from transactions with equity accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(viii) *Subsidiaries, associates and joint ventures in the separate financial statements*

Investments in subsidiaries, associates and joint ventures are stated in the Company's statement of financial position at cost less accumulated impairment losses.

(ix) *Trust for Executive Share Scheme*

The Company has established a separate trust for its Executive Share Schemes. The assets and liabilities of the trust are accounted for as assets and liabilities of the Company.

b. Foreign Currency

(i) *Foreign currency transactions*

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date that the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction. Foreign currency differences arising on translation are recognised in profit or loss, except for the following differences which are recognised in other comprehensive income arising on the translation of:-

- a financial liability designated as a hedge of the net investment in a foreign operation to the extent that the hedge is effective; or
- qualifying cash flow hedges to the extent the hedge is effective.

(ii) *Foreign operations*

The assets and liabilities of foreign operations are translated to Singapore dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to Singapore dollars at exchange rates at the dates of the transactions. Goodwill and fair value adjustments arising on the acquisition of a foreign operation are treated as assets and liabilities of the foreign operation and are translated at the exchange rates at the reporting date.

Notes to the Financial Statements
For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

b. Foreign Currency (cont'd)

(ii) *Foreign operations (cont'd)*

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve (translation reserve) in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the translation reserve related to that foreign operation is reclassified to profit or loss as part of the gain or loss on disposal. When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests. When the Group disposes of only part of its investment in an associate or joint venture that includes a foreign operation while retaining significant influence or joint control, the relevant proportion of the cumulative amount is reclassified to profit or loss.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely to occur in the foreseeable future, foreign exchange gains and losses arising from such a monetary item that are considered to form part of a net investment in a foreign operation are recognised in other comprehensive income and are presented in the translation reserve in equity.

(iii) *Hedge of a net investment in foreign operation*

The Group applies hedge accounting to foreign currency differences arising between the functional currency of the foreign operation and the Company's functional currency (Singapore dollars), regardless of whether the net investment is held directly or through an intermediate parent.

Foreign currency differences arising on the translation of a financial liability designated as a hedge of a net investment in a foreign operation are recognised in OCI to the extent that the hedge is effective, and are presented within equity in the foreign currency translation reserve. To the extent that the hedge is ineffective, such differences are recognised in profit or loss. When the hedged net investment is disposed of, the relevant amount in the foreign currency translation reserve is transferred to profit or loss as part of the gain or loss on disposal.

c. Property, Plant and Equipment

(i) *Recognition and measurement*

Items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

c. Property, Plant and Equipment (cont'd)

(i) *Recognition and measurement (cont'd)*

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes:-

- the cost of materials and direct labour;
- any other costs directly attributable to bringing the assets to a working condition for their intended use;
- when the Group has an obligation to remove the asset or restore the site, an estimate of the costs of dismantling and removing the items and restoring the site on which they are located; and
- capitalised borrowing costs.

Purchased software that is integral to the functionality of the related equipment is capitalised as part of that equipment.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

The gain or loss on disposal of an item of property, plant and equipment (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

(ii) *Subsequent costs*

The cost of replacing a component of an item of property, plant and equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the component will flow to the Group, and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in profit or loss as incurred.

(iii) *Depreciation*

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of that asset, that component is depreciated separately.

Depreciation is recognised as an expense in profit or loss on a straight-line basis over the estimated useful lives of each component of an item of property, plant and equipment, unless it is included in the carrying amount of another asset. Leased assets are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Group will obtain ownership by the end of the lease term. Freehold land is not depreciated.

Assets under construction are stated at cost and are not depreciated.

Depreciation is recognised from the date that the property, plant and equipment are installed and are ready for use, or in respect of internally constructed assets, from the date that the asset is completed and ready for use.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

c. Property, Plant and Equipment (cont'd)

(iii) *Depreciation (cont'd)*

The estimated useful lives for the current and comparative years are as follows:-

Freehold buildings	50 years
Leasehold land	Remaining lease period
Leasehold buildings	Remaining lease period or 50 years
Furniture and fittings and other equipment	2 – 20 years
Motor vehicles	5 years

Depreciation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

d. Investment Property

Investment property is property held either to earn rental income or for capital appreciation or for both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Investment property is measured at cost on initial recognition and subsequently at fair value with any change therein recognised in profit or loss.

Cost includes expenditure that is directly attributable to the acquisition of the investment property. The cost of self-constructed investment property includes the cost of materials and direct labour, any other costs directly attributable to bringing the investment property to a working condition for its intended use and capitalised borrowing costs.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

When the use of a property changes such that it is reclassified as property, plant and equipment, its fair value at the date of reclassification becomes its cost for subsequent accounting.

Property that is being constructed for future use as investment property is accounted for at fair value.

e. Financial Instruments

(i) *Non-derivative financial assets*

Classification and measurement

The Group classifies its financial assets in the following measurement categories:-

- Amortised cost;
- Fair value through other comprehensive income (FVOCI); and
- Fair value through profit or loss (FVTPL).

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(i) *Non-derivative financial assets (cont'd)*

The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies financial assets when and only when its business model for managing those assets changes.

At initial recognition

A financial asset is recognised if the Group becomes a party to the contractual provisions of the financial asset.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

At subsequent measurement

(1) Financial assets at amortised cost

Financial assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in interest income using the effective interest rate method.

(2) Financial assets at FVOCI

The Group has elected to recognise changes in fair value of equity securities not held for trading in OCI if these are strategic investments and the Group considers this to be more relevant. Movements in fair values of equity investments classified as FVOCI are presented as "fair value gains/losses" in OCI. Dividends from equity investments are recognised in profit or loss as dividend income. On disposal of an equity investment, any difference between the carrying amount and sales proceed amount would be recognised in other comprehensive income and transferred to retained profits along with the amount previously recognised in OCI relating to that asset.

(3) Financial assets at FVTPL

Financial assets that are held for trading as well as those that do not meet the criteria for classification as amortised cost or FVOCI are classified as FVTPL. Movement in fair values and interest income is recognised in profit or loss in the period in which it arises and presented in "other operating income".

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(ii) *Non-derivative financial liabilities*

The Group initially recognises debt securities issued and subordinated liabilities on the date that they are originated. All other financial liabilities are recognised initially on the trade date, which is the date that the Group becomes a party to the contractual provisions of the instrument.

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expired.

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

The Group classifies non-derivative financial liabilities into the other financial liabilities category. Such financial liabilities are initially measured at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these financial liabilities are measured at amortised cost using the effective interest method.

Other financial liabilities comprise trade and other payables and loans and borrowings.

(iii) *Share capital*

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effects.

Where share capital recognised as equity is repurchased (treasury shares), the amount of the consideration paid, which includes directly attributable costs, net of any tax effects, is recognised as a deduction from equity. Repurchased shares are classified as treasury shares and are presented in the reserve for own share account. Where treasury shares are sold or reissued subsequently, the amount received is recognised as an increase in equity, and the resulting surplus or deficit on the transaction is presented in non-distributable capital reserve.

(iv) *Perpetual securities*

The perpetual securities do not have a maturity date and coupon payment is optional at the discretion of the Group. As the Group does not have a contractual obligation to repay the principal nor make any distributions, perpetual securities are classified as equity.

Any distributions made are treated as dividends and directly debited from equity. Incremental costs directly attributable to the issue of the perpetual securities are deducted against the proceeds from the issue.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) *Derivative financial instruments and hedge accounting*

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and the economic characteristics and risks of the host contract and the embedded derivative are not closely related, a separate instrument with the same terms as the embedded derivative would meet the definition of a derivative, and the combined instrument is not measured at fair value through profit or loss. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged. The Group designates each hedge as either: (a) fair value hedge; (b) cash flow hedge; or (c) net investment hedge.

On initial designation of the derivative as the hedging instrument, the Group formally documents the economic relationship between the hedging instrument and hedged item, including the risk management objectives and strategy in undertaking the hedge transaction and the hedged risk, together with the methods that will be used to assess the effectiveness of the hedging relationship. The Group makes an assessment, both at the inception of the hedge relationship as well as on an ongoing basis, of whether the hedging instruments are expected to be highly effective in offsetting the changes in the fair value or cash flows of the respective hedged items attributable to the hedged risk. For a cash flow hedge of a forecast transaction, the transaction should be highly probable to occur and should present an exposure to variations in cash flows that could ultimately affect reported profit or loss.

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in the profit or loss when incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are accounted for as described below.

Cash flow hedges

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and interest rates.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in OCI and accumulated in the hedging reserve. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in profit or loss.

Where the hedged forecast transaction subsequently results in the recognition of a non-financial item, such as inventory, the amounts recognised as OCI is included in the initial cost of the non-financial item.

If the hedge no longer meets the criteria for hedge accounting or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. When hedge accounting for cash flow hedges is discontinued, the amount that has been accumulated in the hedging reserve remains in equity until, for a hedge of a transaction resulting in recognition of a non-financial item, it is included in the non-financial item's cost on its initial recognition or, for other cash flow hedges, it is reclassified to profit or loss in the same period or periods as the hedged expected future cash flows affect profit or loss.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) *Derivative financial instruments and hedge accounting (cont'd)*

Fair value hedges

The firm commitment of contracts entered into with various customers denominated in foreign currencies are designated as the hedged item. The Group uses foreign currency forwards to hedge its exposure to foreign currency risk arising from these contracts. Under the Group's policy, the critical terms of the forward exchange contracts must align with the hedged items. The Group designates the spot component of forward contracts as the hedging instrument. The fair value changes on the hedged item resulting from currency risk are recognised in profit or loss. The fair value changes on the spot of the currency forwards designated as fair value hedges are recognised in profit or loss within the same line item as the fair value changes from the hedged item. The fair value changes on the ineffective portion of currency forwards are recognised in profit or loss and presented separately in "other operating income or expenses".

Net investment hedge

The Group designates certain derivatives and non-derivative financial liabilities as hedges of foreign exchange risk on a net investment in a foreign operation.

When a derivative instrument or a non-derivative financial liability is designated as the hedging instrument in a hedge of a net investment in a foreign operation, the effective portion of, for a derivative, changes in the fair value of the hedging instrument or, for a non-derivative, foreign exchange gains and losses is recognised in OCI and presented in the translation reserve within equity. Any ineffective portion of the changes in the fair value of the derivative or foreign exchange gains and losses on the non-derivative is recognised immediately in profit or loss. The amount recognised in OCI is reclassified to profit or loss on disposal of the foreign operation.

Separable embedded derivatives

Changes in the fair value of separated embedded derivatives are recognised immediately in the profit or loss.

Other non-trading derivatives

When a derivative financial instrument is not designated in a hedge relationship that qualifies for hedge accounting, all changes in its fair value are recognised immediately in the profit or loss.

Specific policies applicable from 1 July 2019 for hedges directly affected by interbank offer rates (IBOR) reform

A fundamental review and reform of major interest rate benchmarks is being undertaken globally. There is uncertainty to the timing and the methods of transition for replacing existing benchmark interbank offered rates (IBOR)s with alternative rates. In Singapore, the fundamental review and reform of the two key Singapore Dollar interest rate benchmarks that are widely referenced in financial contracts, namely Singapore interbank offered rates (SIBORs) and Singapore swap offer rates (SORs), and the transition from SOR to the Singapore Overnight Rate Average (SORA), is also ongoing.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) *Derivative financial instruments and hedge accounting (cont'd)*

The Group early adopted the principles of the amendments to SFRS(I) 9, SFRS(I) 1- 39 and SFRS(I) 7 issued in December 2019 in relation to the project on interest rate benchmark reform ("the amendments").

A hedging relationship is directly affected by the uncertainties arising from the IBOR reform with respect to the hedged risk and the timing and amount of the interest rate benchmark-based cash flows of the hedged item and hedge instruments. For the purpose of evaluating whether the hedging relationship is expected to be highly effective (i.e. prospective effectiveness assessment), the Group assumes that the benchmark interest rate on which the cash flows are based is not altered as a result of IBOR reform.

The Group will cease to apply the amendments to its effectiveness assessment of the hedging relationship at the earlier of, when the uncertainty arising from interest rate benchmark reform is no longer present with respect to hedged risk and the timing and the amount of the interest rate benchmark-based cash flows of the hedged item and hedging instrument; and when the hedging relationship is discontinued.

(vi) *Intra-group financial guarantees in separate financial statements*

Financial guarantees are financial instruments issued by the Company that require the issuer to make specified payments to reimburse the holder for the loss it incurs because a specified debtor fails to meet payment when due in accordance with the terms of a debt instrument.

Financial guarantees are accounted for as insurance contracts. A provision is recognised based on the Company's estimate of the ultimate cost of setting all claims incurred but unpaid at the end of the reporting period. The provision is assessed by reviewing individual claims and tested for adequacy by comparing the amount recognised and the amount that would be required to settle the guarantee contract.

f. Inventories

(i) *Development properties for sale*

Development properties are measured at the lower of cost and net realisable value. Cost includes acquisition costs, development expenditure, capitalised borrowing costs (applicable to construction of a development for which revenue is to be recognised at a point in time) and other costs directly attributable to the development activities.

Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling expenses.

Notes to the Financial Statements
For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

f. Inventories (cont'd)

(ii) *Others*

Other inventories are stated at the lower of cost and net realisable value. Cost is calculated using the weighted average cost formula and comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition.

g. Assets held for sale

Assets that are highly probable to be recovered primarily through sale rather than through continuing use are classified as held for sale. The assets are remeasured in accordance with the applicable SFRS(I) immediately before the reclassification as held for sale. Thereafter, the assets are generally measured at the lower of their carrying amount and fair value less cost to sell. Impairment losses on initial classification as held for sale and subsequent gains or losses on remeasurement are recognised in profit or loss. Gains are not recognised in excess of any cumulative impairment loss.

Refer to note 3d for investment property held for sale.

h. Impairment

(i) *Non-derivative financial assets*

The Group assesses on a forward looking basis the expected credit losses (ECL) associated with its financial assets carried at amortised cost and FVOCI, contract assets and financial guarantee contracts. For trade receivables and contract assets, the Group applies the simplified approach permitted by SFRS(I) 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables. The Group applies the general approach of 12-month ECL at initial recognition for all other financial assets.

At each reporting date, the Group assesses whether financial assets carried at amortised cost and contract assets are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:-

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or being more than 90 days past due;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise;
- it is probable that the borrower will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for a security because of financial difficulties.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

h. Impairment (cont'd)

(i) *Non-derivative financial assets (cont'd)*

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a contract asset to be in default when the customer is unlikely to pay its contractual obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

(ii) *Non-financial assets*

The carrying amounts of the Group's non-financial assets, other than investment properties, inventories, contract assets and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. An impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the assets or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs. Subject to an operating segment ceiling test, for the purposes of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of CGUs), and then to reduce the carrying amounts of the other assets in the CGU (group of CGUs) on a *pro rata* basis.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

h. Impairment (cont'd)

(ii) *Non-financial assets (cont'd)*

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

Goodwill that forms part of the carrying amount of an investment in an associate or joint venture is not recognised separately, and therefore is not tested for impairment separately. Instead, the entire amount of the investment in an associate or joint venture is tested for impairment as a single asset when there is objective evidence that the investment in an associate or joint venture may be impaired.

i. Employee Benefits

(i) *Short-term employee benefits*

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid under short-term cash bonus if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

(ii) *Defined contribution plans*

A defined contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate entity and will have no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution pension plans are recognised as employee benefit expense in profit or loss in the periods during which related services are rendered by employees.

(iii) *Share-based payments transactions*

The grant date fair value of share-based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognised as an expense is adjusted to reflect the number of awards for which the related service and non-market performance conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that meet the related service and non-market performance conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true-up for differences between expected and actual outcomes.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

j. Provisions

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount is recognised as finance cost.

A provision for levies is recognised when the condition that triggers the payment of the levy, as identified by the legislation, is met.

k. Income Recognition

(i) *Sale of development properties*

The Group develops and sells residential projects to customers through fixed-price contracts. Revenue is recognised when the control over the residential project has been transferred to the customer. At contract inception, the Group assesses whether the Group transfers control of the residential project over time or at a point in time by determining if (a) its performance does not create an asset with an alternative use to the Group; and (b) the Group has an enforceable right to payment for performance completed to date.

The residential projects have no alternative use for the Group due to contractual restriction, and the Group has enforceable rights to payment arising from the contractual terms. For these contracts, revenue is recognised over time by reference to the Group's progress towards completing the construction of the residential project. The measure of progress is determined based on the proportion of contract costs incurred to date to the estimated total contract costs. Costs incurred that are not related to the contract or that do not contribute towards satisfying a performance obligation are excluded from the measure of progress and instead are expensed as incurred.

For certain contracts where the Group does not have enforceable right to payment, revenue is recognised only when the completed residential project is delivered to the customers and the customers have accepted it in accordance with the sales contract.

Under certain payment schemes, the time when payments are made by the buyer and the transfer of control of the property to the buyer do not coincide and where the difference between the timing of receipt of the payments and the satisfaction of a performance obligation is 12 months or more, the entity adjusts the transaction price with its customer and recognises a financing component. In adjusting for the financing component, the entity uses a discount rate that would reflect that of a separate financing transaction between the entity and its customer at contract inception. A finance income or finance expense will be recognised depending on the arrangement. The Group has elected to apply the practical expedient not to adjust the transaction price for the existence of significant financing component when the period between the transfer of control of good or service to a customer and the payment date is 12 months or less.

Revenue is measured at the transaction price agreed under the contract. Estimates of revenues, costs or extent of progress toward completion are revised if circumstances change. Any resulting increases or decreases in estimated revenues or costs are reflected in the profit or loss in the period in which the circumstances that give rise to the revision become known by management.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

k. Income Recognition (cont'd)

(i) *Sale of development properties (cont'd)*

The customer is invoiced on a payment schedule and are typically triggered upon achievement of specified construction milestones. If the value of the goods transferred by the Group exceed the payments, a contract asset is recognised. If the payments exceed the value of the goods transferred, a contract liability is recognised.

For costs incurred in fulfilling the contract, Group will capitalise these as contract costs assets only if (a) these cost relate directly to a contract or an anticipated contract which the Group can specifically identify; (b) these cost generate or enhance resources of the Group that will be used in satisfying (or in continuing to satisfy) performance obligations in the future; and (c) these costs are expected to be recovered. Otherwise, such costs are recognised as an expense immediately.

Capitalised contract costs are subsequently amortised on a systematic basis as the Group recognises the related revenue over time. An impairment loss is recognised in the profit or loss to the extent that the carrying amount of capitalised contract costs exceeds the expected remaining consideration less any directly related costs not yet recognised as expenses.

(ii) *Hotel income*

Revenue for hotel operations is recognised upon rendering of the relevant services.

(iii) *Rental income*

Rental income from investment property is recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives granted are recognised as an integral part of the total rental income over the term of the lease. Rental income from subleased property is recognised as other income.

(iv) *Management fee income*

Management fee income is recognised in the profit or loss when services are rendered.

(v) *Dividends*

Dividend income is recognised on the date that the Group's right to receive payment is established.

(vi) *Interest income*

Interest income is recognised on an accrual basis using the effective interest method.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

l. Leases

The Group has applied SFRS(I) 16 using the modified retrospective approach and therefore the comparative information has not been restated.

(i) *Policy applicable from 1 July 2019*

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group uses the definition of a lease in SFRS(I) 16.

This policy is applied to contracts entered into, on or after 1 July 2019.

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone prices. However, for the leases of property the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Notes to the Financial Statements
For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

l. Leases (cont'd)

(i) *Policy applicable from 1 July 2019 (cont'd)*

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets that do not meet the definition of investment property in 'property, plant and equipment' and lease liabilities in 'loans and borrowings' in the statement of financial position.

Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

As a lessor

The Group leases out its investment properties and has classified these leases as operating leases.

The Group is not required to make any adjustments on transition to SFRS(I) 16 for leases in which it acts as a lessor.

(ii) *Policy applicable before 1 July 2019*

As a lessee

In the comparative period, as a lessee the Group classified leases that transferred substantially all of the risks and rewards of ownership as finance leases. When this was the case, the leased assets were measured initially at an amount equal to the lower of their fair value and the present value of the minimum lease payments. Subsequent to initial recognition, the assets were accounted for in accordance with the accounting policy applicable to that asset.

Assets held under other leases were classified as operating leases and were not recognised in the Group's statement of financial position. Payments made under operating leases were recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives received were recognised as an integral part of the total lease expense, over the term of the lease.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

l. Leases (cont'd)

(ii) *Policy applicable before 1 July 2019 (cont'd)*

As a lessor

When the Group acted as a lessor, it determined at lease inception whether each lease was a finance lease or an operating lease.

To classify each lease, the Group made an overall assessment of whether the lease transferred substantially all of the risks and rewards incidental to ownership of the underlying asset. If this was the case, then the lease was a finance lease; if not, then it was an operating lease. As part of this assessment, the Group considered certain indicators such as whether the lease was for the major part of the economic life of the asset.

Rental income from investment property is recognised as "revenue" on a straight-line basis over the term of the lease. Rental income from sub-leased property is recognised as "other income".

m. Finance Costs

Borrowing costs are recognised in profit or loss using the effective interest method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to be prepared for its intended use or sale.

n. Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for:-

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting or taxable profit or loss;
- temporary differences related to investments in subsidiaries, associates and joint arrangements to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

Notes to the Financial Statements

For the year ended 30 June 2020

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

n. Tax (cont'd)

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. For investment properties that are measured at fair value, the presumption that the carrying amounts will be recovered through sale has not been rebutted, except where the investment properties are held within a business model whose business objective is to consume substantially all of the economic benefits embodied in the investment properties over time. In such cases, deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience. This assessment relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

o. Earnings Per Share

The Group presents basic and diluted earnings per share (“EPS”) data for its ordinary shares. Basic EPS is calculated by dividing the profit or loss attributable to ordinary equity holders of the Company by the weighted average number of ordinary shares outstanding during the year, adjusted for own shares held. Diluted EPS is determined by adjusting the profit or loss attributable to ordinary equity holders and the weighted average number of ordinary shares outstanding, adjusted for own shares held, for the effects of all dilutive potential ordinary shares.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

p. Segment Reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components. All operating segments' operating results are reviewed regularly by the Group's Chief Executive Officer ("CEO") (the chief operating decision maker) to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results that are reported to the Group's CEO include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly assets, liabilities and expenses relating to the Group's corporate office and treasury operations.

Segment capital expenditure is the total cost incurred during the year to acquire property, plant and equipment, and investment properties.

Notes to the Financial Statements
For the year ended 30 June 2020

4. PROPERTY, PLANT AND EQUIPMENT

	FREEHOLD LAND $'000	FREEHOLD LAND AND BUILDINGS $'000	LEASEHOLD LAND AND BUILDINGS $'000	FURNITURE, FITTINGS AND OTHER EQUIPMENT $'000	MOTOR VEHICLES $'000	TOTAL $'000
GROUP						
COST						
At 1 July 2018	767	148,913	490,277	52,031	2,995	694,983
Additions	-	212	-	7,884	3	8,099
Reversals	-	(3,230)	(3,961)	-	-	(7,191)
Disposals	-	-	-	(20)	-	(20)
Written off	-	(61)	-	(80)	-	(141)
Translation differences	(25)	(4,719)	(6,480)	(1,330)	(49)	(12,603)
At 30 June 2019	742	141,115	479,836	58,485	2,949	683,127
At 1 July 2019	**742**	**141,115**	**479,836**	**58,485**	**2,949**	**683,127**
Additions	**-**	**160**	**641**	**1,993**	**4**	**2,798**
Reversals	**-**	**(346)**	**-**	**-**	**-**	**(346)**
Disposals	**-**	**-**	**(110,688)**	**(13,886)**	**(126)**	**(124,700)**
Written off	**-**	**(21)**	**-**	**-**	**-**	**(21)**
Translation differences	**(2)**	**(473)**	**115**	**(10)**	**(2)**	**(372)**
At 30 June 2020	**740**	**140,435**	**369,904**	**46,582**	**2,825**	**560,486**
ACCUMULATED DEPRECIATION						
At 1 July 2018	-	7,378	35,470	29,660	2,132	74,640
Depreciation charge for the year	-	2,719	6,745	6,938	405	16,807
Disposals	-	-	-	(19)	-	(19)
Written off	-	(61)	-	(80)	-	(141)
Translation differences	-	(268)	(1,248)	(1,048)	(45)	(2,609)
At 30 June 2019	-	9,768	40,967	35,451	2,492	88,678
At 1 July 2019	**-**	**9,768**	**40,967**	**35,451**	**2,492**	**88,678**
Depreciation charge for the year	**-**	**4,216**	**7,569**	**5,277**	**162**	**17,224**
Disposals	**-**	**-**	**(22,229)**	**(13,729)**	**(126)**	**(36,084)**
Written off	**-**	**(17)**	**-**	**-**	**-**	**(17)**
Translation differences	**-**	**(70)**	**7**	**19**	**(2)**	**(46)**
At 30 June 2020	**-**	**13,897**	**26,314**	**27,018**	**2,526**	**69,755**
ACCUMULATED IMPAIRMENT LOSSES						
At 1 July 2018	-	-	2,289	-	-	2,289
Translation difference	-	-	(103)	-	-	(103)
At 30 June 2019	-	-	2,186	-	-	2,186
At 1 July 2019	**-**	**-**	**2,186**	**-**	**-**	**2,186**
Translation difference	**-**	**-**	**7**	**-**	**-**	**7**
At 30 June 2020	**-**	**-**	**2,193**	**-**	**-**	**2,193**
CARRYING AMOUNTS						
At 1 July 2018	767	141,535	452,518	22,371	863	618,054
At 30 June 2019	742	131,347	436,683	23,034	457	592,263
At 30 June 2020	**740**	**126,538**	**341,397**	**19,564**	**299**	**488,538**

4. PROPERTY, PLANT AND EQUIPMENT (CONT'D)

a. The Group's property, plant and equipment with a carrying amount of $470.5 million (2019: $480.7 million) have been mortgaged to secure loan facilities granted to the Group (note 17).

b. The depreciation charge for the Group is recognised in the following items:-

	30 JUNE 2020 $'000	30 JUNE 2019 $'000
Administrative expenses	**17,224**	16,807

c. During the year, the Group disposed Guoman Hotel in Shanghai for a net consideration of approximately $214.8 million and recorded a gain on disposal of $126.2 million (note 21).

5. INVESTMENT PROPERTIES

		GROUP	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000
At 1 July		**4,877,319**	4,623,436
Additions		**127,004**	67,265
Changes in fair values recognised in (other expenses)/other income (unrealised)	22, 21	**(8,275)**	197,413
Translation differences recognised in other comprehensive income		**(177)**	(10,795)
Reclassified to assets held for sale	13	**(78,852)**	-
At 30 June		**4,917,019**	4,877,319
Comprising:-			
Completed investment properties		**3,220,219**	3,309,519
Investment properties under development		**1,696,800**	1,567,800
		4,917,019	4,877,319

Investment properties comprise commercial properties, and reversionary interests in freehold land and commercial properties.

a. The Group's investment properties with a carrying value of $4,284.6 million (2019: $4,244.5 million) have been mortgaged to secure loan facilities granted to the Group (note 17).

b. During the financial year, interest expense capitalised as cost of investment properties amounted to $46.9 million (2019: $41.7 million) (note 23) and is included in additions.

Notes to the Financial Statements

For the year ended 30 June 2020

5. INVESTMENT PROPERTIES (CONT'D)

c. The commercial properties of the Group are held mainly for use by tenants under operating lease. Minimum lease payments receivable under non-cancellable operating leases of investment properties and not recognised in the financial statements are as follows:-

	GROUP 30 JUNE 2020 $'000
OPERATING LEASE UNDER SFRS(I) 16	
Within 1 year	**84,829**
Between 1 and 5 years	**116,558**
After 5 years	**9,902**
	211,289

	30 JUNE 2019 $'000
OPERATING LEASE UNDER SFRS(I) 1-17	
Within 1 year	95,012
Between 1 and 5 years	141,082
	236,094

d. Fair value hierarchy

Investment properties are stated at fair value based on independent valuations. The fair value of investment properties are determined by external independent property valuers, which have appropriate recognised professional qualifications and recent experience in the location and category of property being valued. The independent valuers provide the fair values of the Group's investment property portfolio annually. The fair values are based on market values being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably.

The fair value measurement for the investment properties have been categorised as Level 3 fair values based on the inputs to the valuation techniques used (note 2e).

Independent valuations were carried out by the following valuers on the dates stated below:-

VALUER	2020 VALUATION DATE	2019 VALUATION DATE
CBRE	June 2020	June 2019
Savills	June 2020	June 2019
First Pacific Valuers	June 2020	June 2019

5. INVESTMENT PROPERTIES (CONT'D)

d. Fair value hierarchy (cont'd)

The valuers have considered valuation techniques including the direct comparison method, income capitalisation method and residual land method in determining the open market values. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties, taking into consideration the location, tenure, age of development, trade mix, lettable area, condition, facilities within the development, standard of finishes and fittings as well as date of transaction.

The income capitalisation approach is an investment approach whereby the gross passing income has been adjusted to reflect anticipated operating costs and an ongoing vacancy to produce a net income on a fully leased basis. The adopted fully leased net income is capitalised over the remaining term of the lease from the date of valuation at an appropriate investment yield which reflects the nature, location and tenancy profile of the property together with current market investment criteria.

The residual land method involves the deduction of the estimated total development and related costs, together with developer's profit margin, from the gross development value assuming it was completed as at the date of valuation. In estimating the gross development value, the valuer has considered the sale of comparable properties and adjustments are made to reflect the differences in location, tenure, size, standard of finishes and fittings as well as the dates of transactions.

Notes to the Financial Statements

For the year ended 30 June 2020

5. INVESTMENT PROPERTIES (CONT'D)

e. Valuation techniques and significant unobservable inputs

The following table shows the Group's valuation techniques used in measuring the fair value of investment properties and the key unobservable inputs used:-

TYPE OF INVESTMENT PROPERTIES	VALUATION METHOD	KEY UNOBSERVABLE INPUTS			INTER-RELATIONSHIP BETWEEN KEY UNOBSERVABLE INPUTS AND FAIR VALUE MEASUREMENT
		SINGAPORE	CHINA	MALAYSIA	
Commercial properties	• Direct comparison method	• Sales prices of $2,444 to $3,800 (2019: $1,878 to $3,450) per square feet (psf)	• Sales prices of $828 to $917 (2019: $604 to $914) psf	• Sales prices of $319 (2019: $347 to $360) psf	The estimated fair value increases when the sales price increases
	• Income capitalisation method	• Capitalisation rate of 3.4% to 4.5% (2019: 3.4% to 4.5%)		• Capitalisation rate of 6.0% to 6.3% (2019: 5.5% to 6.3%)	The estimated fair value increases when the capitalisation rate decreases. An increase in rate of 10 basis points will result in decrease in valuation of $67 million
Commercial properties under development	• Residual land method	• Gross development value of $2,970 to $3,900 (2019: $3,000 to $4,000) psf			The estimated fair value increases when the gross development value increases
Reversionary interest in freehold land and commercial properties	• Direct comparison method	• Sales prices of $172 to $724 (2019: $168 to $686) psf			The estimated fair value increases when the sales price and gross development value increases
	• Residual land method	• Gross development value of $3,000 psf (2019: $3,000) psf			

The valuation reports for 30 June 2020 have highlighted estimation uncertainty arising from the COVID-19 outbreak and a higher degree of caution is to be exercised when relying on valuation. The valuations were based on information available and market conditions as at 30 June 2020. Values may change subsequently as the impact of COVID-19 is fluid and continue to evolve.

6. SUBSIDIARIES

		NOTE	COMPANY 30 JUNE 2020 $'000	COMPANY 30 JUNE 2019 $'000
a.	Unquoted shares, at cost		**635,836**	572,596
	Less: Impairment loss		**(13,503)**	(13,503)
			622,333	559,093
	Amounts due from subsidiaries		**1,547,187**	1,658,230
	Less: Credit loss allowance		**(33,585)**	(1,585)
			1,513,602	1,656,645
			2,135,935	2,215,738
	Non-current amounts due to subsidiaries	19	**(30,352)**	(30,352)

The amounts due from/to subsidiaries are unsecured, interest-free and not expected to be repaid in the next 12 months from 30 June 2020.

During the year, credit loss allowance of $32.0 million was made in respect of an amount due from a subsidiary which held interests in EcoWorld International Berhad (note 7).

The impairment loss on investments in subsidiaries are made mainly in respect of subsidiaries which have completed or substantially completed their respective developments.

The investments in and amounts due from these subsidiaries were written down to their respective recoverable amounts, determined using the net asset values of the subsidiaries. The net asset values, which take into consideration the fair values of the underlying properties held by the subsidiaries, approximate the fair values of the subsidiaries. The fair values were categorised as Level 3 fair value measurements. Costs of disposal were assessed as insignificant.

The Company's exposure to credit risk on amounts due from subsidiaries is disclosed in note 31.

b. The details of significant subsidiaries in the Group are as follows:-

		COUNTRY OF INCORPORATION/ PRINCIPAL PLACE OF BUSINESS	OWNERSHIP INTEREST/ VOTING RIGHTS HELD BY THE GROUP 30 JUNE 2020 %	30 JUNE 2019 %
(i)	**DIRECTLY HELD BY THE COMPANY**			
	GLL IHT Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand (Singapore) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand (China) Limited	Bermuda	**100.00**	100.00
	GuoSon Assets China Limited	Hong Kong	**100.00**	100.00
	GLL Chongqing 18 Steps Pte. Ltd.	Singapore	**75.00**	75.00
	GLL (Malaysia) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Vietnam (S) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Hotels Pte. Ltd.	Singapore	**100.00**	100.00

Notes to the Financial Statements
For the year ended 30 June 2020

6. SUBSIDIARIES (CONT'D)

b. The details of significant subsidiaries in the Group are as follows:- (cont'd)

		COUNTRY OF INCORPORATION/ PRINCIPAL PLACE OF BUSINESS	OWNERSHIP INTEREST/ VOTING RIGHTS HELD BY THE GROUP	
			30 JUNE 2020 %	**30 JUNE 2019 %**
(ii)	**DIRECTLY AND INDIRECTLY HELD BY GUOCOLAND (SINGAPORE) PTE. LTD.**			
	TPC Commercial Pte. Ltd.	Singapore	**80.00**	80.00
	Sims Urban Oasis Pte. Ltd.	Singapore	**100.00**	100.00
	GLL Land Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Property Maintenance Services Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Property Management Pte. Ltd.	Singapore	**100.00**	100.00
	Leedon Residence Development Pte. Ltd.	Singapore	**100.00**	100.00
	Wallich Residence Pte. Ltd.	Singapore	**80.00**	80.00
	Martin Modern Pte. Ltd.	Singapore	**100.00**	100.00
	Midtown Bay Pte. Ltd.	Singapore	**70.00**	70.00
	Guoco Midtown Pte. Ltd.	Singapore	**70.00**	70.00
	Meyer Mansion Pte. Ltd.	Singapore	**100.00**	100.00
	MTG Apartments Pte. Ltd.	Singapore	**60.00**	-
	MTG Retail Pte. Ltd.	Singapore	**60.00**	-
(iii)	**DIRECTLY HELD BY GUOCOLAND (CHINA) LIMITED**			
	Beijing Jiang Sheng Property Development Co., Ltd	The People’s Republic of China	**100.00**	100.00
(iv)	**DIRECTLY AND INDIRECTLY HELD BY GUOSON ASSETS CHINA LIMITED**			
	GuoSon Changfeng China Limited	Hong Kong	**100.00**	100.00
	GuoSon Investment Company Limited	The People’s Republic of China	**100.00**	100.00
	Shanghai Xinhaolong Property Development Co., Ltd	The People’s Republic of China	**100.00**	100.00
(v)	**DIRECTLY HELD BY GLL CHONGQING 18 STEPS PTE. LTD.**			
	Chongqing Yuzhong Xinhaojun Real Estate Development Co., Ltd	The People’s Republic of China	**75.00**	75.00
	Chongqing Xinhaoren Real Estate Development Co., Ltd	The People’s Republic of China	**75.00**	-

6. SUBSIDIARIES (CONT'D)

b. The details of significant subsidiaries in the Group are as follows:- (cont'd)

	COUNTRY OF INCORPORATION/ PRINCIPAL PLACE OF BUSINESS	OWNERSHIP INTEREST/ VOTING RIGHTS HELD BY THE GROUP	
		30 JUNE 2020 %	**30 JUNE 2019 %**
(vi) **DIRECTLY AND INDIRECTLY HELD BY GLL (MALAYSIA) PTE. LTD.**			
@ GLM Emerald Industrial Park (Jasin) Sdn Bhd	Malaysia	**46.24**	46.24
@ Damansara City Sdn Bhd	Malaysia	**68.00**	68.00
@ DC Hotel Sdn Bhd	Malaysia	**68.00**	68.00
@ DC Offices Sdn Bhd	Malaysia	**68.00**	68.00
@ DC Parking Sdn Bhd	Malaysia	**68.00**	68.00
@ DC Town Square Sdn Bhd	Malaysia	**68.00**	68.00
@ GuocoLand (Malaysia) Berhad	Malaysia	**68.00**	68.00
▲ GLM Oval Sdn Bhd	Malaysia	**68.00**	68.00
▲ Titan Debut Sdn Bhd	Malaysia	**68.00**	68.00
@ GLM Emerald Hills (Cheras) Sdn Bhd	Malaysia	**68.00**	68.00
@ GLM Emerald Square (Cheras) Sdn Bhd	Malaysia	**68.00**	68.00
▲ GLM Property Services Sdn Bhd	Malaysia	**68.00**	68.00
@ GLM IHM Sdn Bhd	Malaysia	**68.00**	68.00
GLL EWI (HK) Limited	Hong Kong	**100.00**	100.00
(vii) **DIRECTLY HELD BY GUOCOLAND VIETNAM (S) PTE. LTD.**			
# GuocoLand Binh Duong Property Co., Ltd	Vietnam	**100.00**	100.00
(viii) **DIRECTLY HELD BY GUOCOLAND HOTELS PTE. LTD.**			
TPC Hotel Pte. Ltd.	Singapore	**80.00**	80.00
@ JB Parade Sdn Bhd	Malaysia	**70.00**	70.00
▲ PD Resort Sdn Bhd	Malaysia	**100.00**	100.00

KPMG LLP is the auditors of all significant Singapore incorporated subsidiaries. Other member firms of KPMG International are auditors of significant foreign-incorporated subsidiaries except for the following:-

@ Audited by Ernst & Young, Malaysia.
▲ Audited by Ling Kam Hoong & Co.
Audited by RSM Vietnam Auditing & Consulting Company Limited.

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6. SUBSIDIARIES (CONT'D)

c. Non-controlling interests in subsidiaries

The following subsidiaries have non-controlling interests ("NCI") that are material to the Group:-

	OWNERSHIP INTEREST HELD BY NCI	
	30 JUNE 2020 %	**30 JUNE 2019** %
TPC Commercial Pte. Ltd.	**20.00**	20.00
Guoco Midtown Pte. Ltd.	**30.00**	30.00
GuocoLand (Malaysia) Berhad Group	**32.00**	32.00

The following table summarises the financial information of each of the Group's subsidiaries with material NCI, based on their respective (consolidated) financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

	TPC COMMERCIAL PTE. LTD.		GUOCO MIDTOWN PTE. LTD. (NOTE 29C)		GUOCOLAND (MALAYSIA) BERHAD GROUP		OTHER INDIVIDUALLY IMMATERIAL SUBSIDIARIES		TOTAL	
	2020 $'000	**2019 $'000**	**2020 $'000**	**2019 $'000**	**2020 $'000**	**2019 $'000**	**2020 $'000**	**2019 $'000**	**2020 $'000**	**2019 $'000**
Non-current assets	**2,500,046**	2,503,061	**1,646,200**	1,567,800	**312,348**	409,044				
Current assets	**107,430**	84,563	**18,069**	19,748	**615,450**	533,889				
Non-current liabilities	**(1,636,469)**	(1,844,187)	**(1,480,217)**	(1,357,917)	**(360,622)**	(354,865)				
Current liabilities	**(21,568)**	(29,383)	**(10,874)**	(12,281)	**(167,672)**	(161,674)				
NET ASSETS	**949,439**	714,054	**173,178**	217,350	**399,504**	426,394				
NET ASSETS ATTRIBUTABLE TO NCI	**189,877**	142,801	**51,953**	65,205	**148,442**	149,469	**113,162**	53,391	**503,434**	410,866
Revenue	**91,776**	90,731	**-**	-	**138,612**	137,230				
(Loss)/Profit	**(14,615)**	105,139	**(44,172)**	30,500	**(17,462)**	(10,824)				
Other comprehensive income	**-**	-	**-**	-	**(1,358)**	(15,830)				
TOTAL COMPREHENSIVE INCOME	**(14,615)**	105,139	**(44,172)**	30,500	**(18,820)**	(26,654)				
(Loss)/Profit attributable to NCI	**(2,923)**	21,028	**(13,252)**	9,150	**882**	(3,336)				
Other comprehensive income attributable to NCI	**-**	-	**-**	-	**(435)**	(5,072)				
TOTAL COMPREHENSIVE INCOME ATTRIBUTABLE TO NCI	**(2,923)**	21,028	**(13,252)**	9,150	**447**	(8,408)	**(8,616)**	(3,353)	**(24,344)**	18,417
Cash flows from/(used in) operating activities	**66,937**	43,176	**(3,980)**	101,798	**(7,872)**	7,805				
Cash flows from/(used in) investing activities	**2,258**	11,762	**(34,149)**	(43,894)	**2,119**	510				
Cash flows (used in)/from financing activities	**(32,016)**	(83,736)	**37,845**	(62,104)	**1,816**	(3,082)				
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	**37,179**	(28,798)	**(284)**	(4,200)	**(3,937)**	5,233				
Dividends paid to NCI during the year	**-**	-	**-**	-	**1,471**	1,422				

7. ASSOCIATES AND JOINT VENTURES

	GROUP	
	30 JUNE 2020 $'000	**30 JUNE 2019 $'000**
Investments in associates		
- quoted	**37,623**	38,209
- unquoted	**35,596**	38,256
Investments in joint ventures		
- quoted	**214,164**	238,237
- unquoted	**92,388**	89,426
Amounts due from a joint venture	**149,877**	139,841
	529,648	543,969

During the year, the Group received dividends of $29.3 million (2019: $162.9 million) from its investments in associates and joint ventures.

The details of associates and joint ventures are as follows:-

NAME OF ASSOCIATES/ JOINT VENTURES	PRINCIPAL ACTIVITIES	COUNTRY OF INCORPORATION/ PRINCIPAL PLACE OF BUSINESS	OWNERSHIP INTEREST/ VOTING RIGHTS HELD BY THE GROUP	
			30 JUNE 2020 %	**30 JUNE 2019 %**
ASSOCIATES				
* § Tower Real Estate Investment Trust ("Tower REIT")	Investment in real estate and real estate related assets	Malaysia	**14.73**	14.73
@ GLM Emerald (Sepang) Sdn Bhd ("Emerald Sepang")	Property development and operation of an oil palm estate	Malaysia	**32.20**	32.20
JOINT VENTURES				
* Shanghai Xinhaojia Property Development Co., Ltd ("Shanghai Xinhaojia")	Property development	The People's Republic of China	**50.00**	50.00
* EcoWorld International Berhad ("EWI")	Property development	Malaysia/ United Kingdom & Australia	**27.00**	27.00
▲ Carmel Development Pte. Ltd. ("Carmel")	Property development	Singapore	**40.00**	40.00

* Audited by other member firms of KPMG International.

@ Audited by Ernst & Young, Malaysia.

▲ Audited by KPMG LLP.

§ Considered to be an associate as the Group has significant influence over the financial and operating policy decisions of the investee, through its subsidiary, GuocoLand (Malaysia) Berhad.

Notes to the Financial Statements

For the year ended 30 June 2020

7. ASSOCIATES AND JOINT VENTURES (CONT'D)

At the reporting date, the associates and joint ventures do not have any contingent liabilities. The Group has not recognised losses totally $16.1 million (2019: $2.4 million) in relation to its interests in joint ventures, because the Group has no obligation in respect of these losses.

The following tables summarise the financial information of each of the Group's material associates and joint ventures based on their respective (consolidated) financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

Associates

	TOWER REIT		EMERALD SEPANG		TOTAL	
PERCENTAGE OF INTEREST	21.66%*		45.00%#			
	2020 $'000	2019 $'000	2020 $'000	2019 $'000	2020 $'000	2019 $'000
Non-current assets	**190,521**	183,760	**69,550**	69,719		
Current assets	**1,242**	2,782	**14,744**	17,652		
Non-current liabilities	**(7,774)**	(9,166)	**(8,998)**	(4,027)		
Current liabilities	**(10,291)**	(971)	**(3,398)**	(5,560)		
NET ASSETS	**173,698**	176,405	**71,898**	77,784		
Group's share of net assets	**37,623**	38,209	**32,354**	35,003		
Goodwill	**-**	-	**3,242**	3,253		
GROUP'S CARRYING AMOUNT	**37,623**	38,209	**35,596**	38,256	**73,219**	76,465
Revenue	**7,100**	11,227	**1,644**	1,233		
Profit/(Loss) from continuing operations	**2,646**	2,434	**(5,327)**	1,027		
Other comprehensive income	**(575)**	(5,913)	**(326)**	(3,337)		
TOTAL COMPREHENSIVE INCOME	**2,071**	(3,479)	**(5,653)**	(2,310)		
Group's interest in net assets of investee at beginning of year	**38,209**	39,786	**38,256**	39,295	**76,465**	79,081
Group's share of profit	**573**	528	**(2,397)**	462	**(1,824)**	990
Group's share of other comprehensive income	**(124)**	(1,281)	**(147)**	(1,501)	**(271)**	(2,782)
Share of other comprehensive income attributable to the Group	**449**	(753)	**(2,544)**	(1,039)	**(2,095)**	(1,792)
Dividends received during the year	**(1,035)**	(824)	**(116)**	-	**(1,151)**	(824)
CARRYING AMOUNT OF INTEREST IN INVESTEE AT END OF THE YEAR	**37,623**	38,209	**35,596**	38,256	**73,219**	76,465

* The Group has a 68.00% (2019: 68.00%) equity interest in a subsidiary, GuocoLand (Malaysia) Berhad, which in turn holds a 21.66% (2019: 21.66%) equity interest in Tower REIT. The Group's effective equity interest in Tower REIT is 14.73% (2019: 14.73%).

Emerald Sepang is 40.00% (2019: 40.00%) and 5.00% (2019: 5.00%) owned by GuocoLand (Malaysia) Berhad and a wholly owned subsidiary of the Group respectively. The Group's effective equity interest in Emerald Sepang is 32.20% (2019: 32.20%).

7. ASSOCIATES AND JOINT VENTURES (CONT'D)

Associates (cont'd)

None of the Group's associates are publicly listed entities except for Tower REIT, which is listed on the Malaysia Stock Exchange. Based on its closing price per unit of RM0.75 (2019: RM0.88) (Level 1 in the fair value hierarchy) at the reporting date, the fair value of the Group's investment in Tower REIT was $14.6 million (2019: $17.5 million). The Group undertook an impairment assessment of its investment in Tower REIT and estimated its recoverable amount, taking into consideration the fair value of the underlying properties held by Tower REIT. Based on the assessment, the recoverable amount of the investment approximates its carrying amount.

Joint Ventures

Shanghai Xinhaojia is an unlisted joint arrangement in which the Group has joint control via a joint venture agreement and 50.00% ownership interest. Shanghai Xinhaojia was incorporated by the Group and its related corporation and is based in The People's Republic of China, principally engaged in property development. This entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted.

EWI is a listed joint arrangement in which the Group has joint control via a shareholders' agreement with two other shareholders and 27.00% ownership interest in EWI via an initial public offering on the Malaysia Stock Exchange. EWI is principally engaged in property development in international markets outside of Malaysia, mainly in the United Kingdom and Australia. The entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted.

Carmel is an unlisted joint venture in which the Group has joint control via a shareholders' agreement with two other shareholders and 40.00% ownership interest. Carmel was incorporated by the Group and its related corporation and is based in Singapore, principally engaged in property development. The entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted. The Group has advanced shareholder's loan to Carmel for the development (note 29f) and the shareholder's loan bears interest of 3.2% to 4.0% (2019: 4.0%) per annum and is repayable at the discretion of the Board of Carmel. The amounts are subordinated to external bank loans of Carmel.

At the reporting date, the Group's share of the commitment in respect of capital expenditure contracted but not provided for in the financial statements by the joint ventures relating to development properties was $68.9 million (2019: $7.3 million).

None of the Group's joint ventures are publicly listed entities except for EWI, which is listed on the Malaysia Stock Exchange. Based on its closing price per share of RM0.43 (2019: RM0.67) (Level 1 in the fair value hierarchy) at the reporting date, the fair value of the Group's investment in EWI was $90.8 million (2019: $140.8 million). The Group undertook an impairment assessment of its investment in EWI and estimated its recoverable amount, taking into consideration the expected profits from the sold properties and the expected selling prices of the remaining properties held by EWI through its investees. Based on the assessment, the Group recognised an impairment loss of $47.0 million (2019: Nil) for the financial year ended 30 June 2020, reflecting the weaker market sentiments in the United Kingdom and Australia.

Notes to the Financial Statements

For the year ended 30 June 2020

7. ASSOCIATES AND JOINT VENTURES (CONT'D)

Joint Ventures (cont'd)

	SHANGHAI XINHAOJIA		EWI		CARMEL		OTHER IMMATERIAL JOINT VENTURES		TOTAL	
PERCENTAGE OF INTEREST	50.00%		27.00%		40.00%					
	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Non-current assets	**270**	782	**145,380**	677,306	**5,685**	265				
Current assets	**116,186**	173,132	**1,129,819**	466,497	**1,025,629**	1,031,517				
Non-current liabilities	**-**	-	**(347,287)**	(364,095)	**(1,065,458)**	(1,035,603)				
Current liabilities	**(8,369)**	(69,502)	**(155,892)**	(92,775)	**(6,098)**	(3,546)				
Non-controlling interest	**-**	-	**(2,620)**	(2,446)	**-**	-				
NET ASSETS	**108,087**	104,412	**769,400**	684,487	**(40,242)**	(7,367)				
Cash and cash equivalents	**99,570**	154,422	**150,852**	223,222	**5,979**	5,215				
Non-current financial liabilities (excluding trade and other payables and provision)	**-**	-	**(347,287)**	(363,452)	**(1,065,458)**	(1,035,603)				
Current financial liabilities (excluding trade and other payables and provision)	**-**	-	**(129,177)**	(75,706)	**(4,263)**	(1,411)				
Group's share of net assets	**54,043**	52,205	**207,738**	184,811	**-**	-				
Goodwill	**-**	-	**53,426**	53,426	**-**	-				
Shareholder's loan	**-**	-	**-**	-	**149,877**	139,841				
Impairment loss	**-**	-	**(47,000)**	-	**-**	-				
GROUP'S CARRYING AMOUNT	**54,043**	52,205	**214,164**	238,237	**149,877**	139,841	**38,345**	37,221	**456,429**	467,504
Revenue	**4,432**	105,654	**211**	-	**-**	-				
Depreciation	**(4)**	(4)	**(747)**	(729)	**-**	-				
Interest income	**2,438**	14,784	**4,382**	2,681	**-**	37				
Interest expense	**-**	-	**(13,292)**	(11,246)	**(14,874)**	(9,806)				
Income tax expense	**(1,161)**	(7,031)	**132**	1,219	**-**	-				
Profit/(Loss) for the year	**3,347**	15,864	**70,234**	15,052	**(32,875)**	(10,074)				
Other comprehensive income	**330**	6,518	**14,681**	(47,047)	**-**	-				
TOTAL COMPREHENSIVE INCOME	**3,677**	22,382	**84,915**	(31,995)	**(32,875)**	(10,074)				
Group's share of profit/(loss) for the year	**1,673**	7,932	**18,963**	4,064	**-**	(1,600)	**2,110**	1,403	**22,746**	11,799
Group's share of other comprehensive income	**165**	3,259	**3,964**	(12,703)	**-**	-	**(986)**	(1,209)	**3,143**	(10,653)
GROUP'S SHARE OF TOTAL COMPREHENSIVE INCOME	**1,838**	11,191	**22,927**	(8,639)	**-**	(1,600)	**1,124**	194	**25,889**	1,146
Group's interest in net assets of investee at beginning of year	**52,205**	529,506	**238,237**	246,876	**139,841**	1,600	**37,221**	37,027	**467,504**	815,009
Addition during the year	**-**	-	**-**	-	**10,036**	139,841	**-**	-	**10,036**	139,841
Capital reduction during the year	**-**	(296,921)	**-**	-	**-**	-	**-**	-	**-**	(296,921)
Dividends received/receivable during the year	**-**	(191,571)	**-**	-	**-**	-	**-**	-	**-**	(191,571)
Impairment loss for the year	**-**	-	**(47,000)**	-	**-**	-	**-**	-	**(47,000)**	-
Total comprehensive income attributable to the Group	**1,838**	11,191	**22,927**	(8,639)	**-**	(1,600)	**1,124**	194	**25,889**	1,146
CARRYING AMOUNT OF INTEREST IN INVESTEE AT END OF THE YEAR	**54,043**	52,205	**214,164**	238,237	**149,877**	139,841	**38,345**	37,221	**456,429**	467,504

8. DEFERRED TAX

a. Deferred Tax Assets and Liabilities

The movements in deferred tax assets and liabilities during the financial year are as follows:-

GROUP	AT 1 JULY $'000	RECOGNISED IN PROFIT OR LOSS $'000	TRANSLATION DIFFERENCES $'000	AT 30 JUNE $'000
2020				
DEFERRED TAX LIABILITIES				
Property, plant and equipment	**3,054**	**343**	**(4)**	**3,393**
Investment properties	**14,321**	**232**	**19**	**14,572**
Development properties	**6,103**	**21,707**	**(12)**	**27,798**
Investment in joint ventures	**2,078**	**174**	**146**	**2,398**
Deferred tax liabilities	**25,556**	**22,456**	**149**	**48,161**
Set off of tax	**(2,682)**	**(7,946)**	**(16)**	**(10,644)**
Net Deferred tax liabilities	**22,874**	**14,510**	**133**	**37,517**
DEFERRED TAX ASSETS				
Unutilised tax losses	**2,682**	**1,012**	**7**	**3,701**
Development properties	**28,850**	**1,018**	**18**	**29,886**
Share options	**370**	**219**	**-**	**589**
Loans and borrowings	**575**	**143**	**-**	**718**
Deferred tax assets	**32,477**	**2,392**	**25**	**34,894**
Set off of tax	**(2,682)**	**(7,946)**	**(16)**	**(10,644)**
Net Deferred tax assets	**29,795**	**(5,554)**	**9**	**24,250**
2019				
DEFERRED TAX LIABILITIES				
Property, plant and equipment	2,731	328	(5)	3,054
Investment properties	8,251	6,492	(422)	14,321
Development properties	29,375	(23,099)	(173)	6,103
Investment in joint ventures	21,328	(18,450)	(800)	2,078
Deferred tax liabilities	61,685	(34,729)	(1,400)	25,556
Set off of tax	-	(2,721)	39	(2,682)
Net Deferred tax liabilities	61,685	(37,450)	(1,361)	22,874
DEFERRED TAX ASSETS				
Unutilised tax losses	4,769	(2,048)	(39)	2,682
Development properties	32,305	(2,760)	(695)	28,850
Share options	-	370	-	370
Loans and borrowings	217	358	-	575
Deferred tax assets	37,291	(4,080)	(734)	32,477
Set off of tax	-	(2,721)	39	(2,682)
Net Deferred tax assets	37,291	(6,801)	(695)	29,795

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For the year ended 30 June 2020

8. DEFERRED TAX (CONT'D)

a. Deferred Tax Assets and Liabilities (cont'd)

Tax assets and liabilities are recognised based on estimates made. There may be situations where certain positions may not be fully sustained upon review by tax authorities or new information may become available which impacts the judgement or estimates made.

As at 30 June 2020, the temporary differences relating to the undistributed profits of subsidiaries amounted to $191.8 million (2019: $134.2 million). Deferred tax liabilities of $19.2 million (2019: $13.4 million) have not been recognised in respect of the tax that would be payable on the distribution of these accumulated profits as the Group controls the dividend policy of these subsidiaries and it has been determined that it is probable that the profits will not be distributed in the foreseeable future.

b. Unrecognised Deferred Tax Assets

Deferred tax assets have not been recognised in respect of the following items:-

	GROUP	
	30 JUNE 2020 $'000	**30 JUNE 2019 $'000**
Deductible temporary differences	**4**	255
Tax losses	**228,398**	228,363
Unutilised capital allowances	**117,469**	112,502
	345,871	341,120

The tax losses with expiry dates are as follows:-

	GROUP	
	30 JUNE 2020 $'000	**30 JUNE 2019 $'000**
Expiry date:-		
Within 1 year	**106**	7,142
After 1 year but less than 5 years	**11,033**	7,085
	11,139	14,227

Deferred tax assets have not been recognised in respect of these items because it is not certain as to when the Group can utilise the benefits therefrom. The unutilised tax losses and capital allowances are available for set-off against future profits subject to tax conditions prevailing in the respective countries of the subsidiaries and agreement by the respective tax authorities.

9. INVENTORIES

	GROUP	
	30 JUNE 2020 $'000	**30 JUNE 2019 $'000**
Development properties	**3,921,923**	2,980,693
Consumable stocks	**723**	1,534
	3,922,646	2,982,227

Development properties

During the financial year, cost of development properties included in cost of sales in profit or loss amounted to $509.7 million (2019: $503.1 million).

		GROUP	
		30 JUNE 2020 $'000	**30 JUNE 2019 $'000**
a.	Properties under development, for which revenue is to be recognised over time	**2,272,051**	1,360,552
	Properties under development for which revenue is to be recognised at a point in time	**1,162,158**	1,019,119
		3,434,209	2,379,671
b.	Completed development properties	**476,169**	586,751
c.	Contract costs	**11,545**	14,271
	Total development properties	**3,921,923**	2,980,693

The following were capitalised as cost of development properties during the financial year:-

		GROUP	
	NOTE	**2020 $'000**	**2019 $'000**
Interest expense	23	**44,311**	40,293
Interest income		**(72)**	(125)

Certain development properties with a carrying amount of $2,955.2 million (2019: $1,799.9 million) are under legal mortgages with banks (note 17).

The Group adopts the percentage of completion method of revenue recognition for residential projects under the progressive payment scheme in Singapore. The stage of completion is measured in accordance with the accounting policy stated in note 3k, the Group relies on the experience and work of specialists.

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9. INVENTORIES (CONT'D)

Development properties (cont'd)

Contract costs mainly relates to commission fees paid to property grants for securing sale contracts for the Group's development properties. During the year $16.7 million (2019: $9.9 million) of commission fees paid were capitalised as contract costs. Capitalised commission fees are amortised when the related revenue is recognised. During the year, $19.5 million (2019: $9.7 million) was amortised. There was no impairment loss in relation to such costs.

The Group recognises an allowance for foreseeable losses on development properties taking into consideration the selling prices of comparable properties, timing of sale launches, location of property, expected net selling prices and development expenditure. Market conditions may, however, change which may affect the future selling prices of the remaining unsold residential units of the development properties and accordingly, the carrying value of development properties for sale may have to be written down in future periods. During the financial year, allowance for foreseeable losses of $4.7 million (2019: $1.0 million) has been made in respect of the Group's development properties.

10. TRADE AND OTHER RECEIVABLES, INCLUDING DERIVATIVES

		GROUP		COMPANY	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000	30 JUNE 2020 $'000	30 JUNE 2019 $'000
NON-CURRENT					
Derivatives	11	**911**	891	**-**	-
CURRENT					
Trade receivables	a	**89,301**	77,586	**-**	-
Other receivables, deposits and prepayments	b	**110,783**	65,926	**1**	3
Amount due from:-	c				
Joint ventures		**1,682**	1,786	**-**	-
Related corporations		**278**	856	**-**	-
		202,044	146,154	**1**	3

a. The maximum exposure to credit risk for trade receivables at the reporting date by operating segments is:-

	GROUP	
	30 JUNE 2020 $'000	30 JUNE 2019 $'000
GuocoLand Singapore	**40,913**	55,944
GuocoLand China	**459**	525
GuocoLand Malaysia	**44,665**	11,197
GuocoLand Vietnam	**2,911**	7,785
Others	**353**	2,135
	89,301	77,586

10. TRADE AND OTHER RECEIVABLES, INCLUDING DERIVATIVES (CONT'D)

a. The ageing of trade receivables at the reporting date is:-

	GROSS 30 JUNE 2020 $'000	CREDIT LOSS ALLOWANCE 30 JUNE 2020 $'000	GROSS 30 JUNE 2019 $'000	CREDIT LOSS ALLOWANCE 30 JUNE 2019 $'000
GROUP				
Not past due	**87,681**	**-**	70,875	-
Past due 1 – 30 days	**778**	**-**	4,384	-
Past due 31 – 90 days	**542**	**-**	1,711	-
Past due more than 90 days	**1,816**	**(1,516)**	1,937	(1,321)
	90,817	**(1,516)**	78,907	(1,321)

The Group and the Company's exposure to credit risk and currency risks and expected credit loss for trade and other receivables are disclosed in note 31.

b. Other Receivables, Deposits and Prepayments

		GROUP		COMPANY	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000	30 JUNE 2020 $'000	30 JUNE 2019 $'000
CURRENT					
Deposits		**3,988**	2,326	**-**	-
Interest receivable		**949**	1,097	**-**	-
Prepayments		**21,701**	13,956	**-**	-
Tax recoverable		**969**	3,162	**-**	-
Derivative assets	11	**1,553**	1,352	**-**	-
Other receivables		**82,299**	44,711	**1**	3
Allowance for doubtful receivables		**(676)**	(678)	**-**	-
		81,623	44,033	**1**	3
	10	**110,783**	65,926	**1**	3

As at 30 June 2020, the other receivables included $66.4 million in relation to refundable deposit paid for land parcels in The People's Republic of China.

As at 30 June 2019, the other receivables included $28.0 million in relation to dividend receivable from a joint venture.

c. The non-trade amounts due from joint ventures and related corporations are unsecured, interest-free and repayable on demand. No credit loss allowance is recognised on these amounts.

Notes to the Financial Statements

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11. DERIVATIVE ASSETS AND LIABILITIES

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000
DERIVATIVE ASSETS			
NON-CURRENT			
Cross currency interest rate swaps	10	**911**	891
CURRENT			
Cross currency interest rate swaps		**1,553**	-
Forward exchange contracts		**-**	1,352
	10b	**1,553**	1,352
DERIVATIVE LIABILITIES			
NON-CURRENT			
Interest rate swaps		**92,677**	28,488
Cross currency interest rate swaps		**762**	6,777
	19	**93,439**	35,265
CURRENT			
Forward exchange contracts	19	**-**	66

As at the reporting date, the Group had entered into interest rate swaps, cross currency interest rate swaps and forward exchange contracts with a notional amount of $1,601.0 million (2019: $1,601.0 million), $327.2 million (2019: $326.2 million) and nil (2019: $218.9 million) respectively to hedge the Group's interest rate and foreign exchange exposure.

The Group has designated a cross currency interest rate swap with notional amount of $$135.4 million (2019: $135.0 million) as a cash flow hedge against interest rate exposures. The fair value gain of the cross currency interest rate swap as at reporting date is $0.9 million (2019: $0.9 million).

The Group has designated certain cross currency interest rate swaps with notional amount of $191.8 million (2019: $191.2 million) as a net investment hedge against fluctuations in foreign currency risks. The fair value gain of these cross currency interest rate swaps as at reporting date is $0.8 million (2019: fair value loss $6.8 million).

The Group also entered into interest rate swaps as economic hedges for its floating rate borrowings. The Group did not elect to apply hedge accounting for these.

11. DERIVATIVE ASSETS AND LIABILITIES (CONT'D)

Master netting or similar arrangements

The Group's derivative transactions that are not transacted on an exchange are entered into under International Swaps and Derivatives Association (ISDA) Master Netting Agreements. In general, under such agreements the amounts owed by each counterparty that are due on a single day in respect of all transactions outstanding in the same currency under the agreement are aggregated into a single net amount being payable by one party to the other. In certain circumstances, for example when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is due or payable in settlement of all transactions.

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that is enforceable only following an event of default, insolvency or bankruptcy of the Group or the counterparties. In addition, the Group and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

The tables below set out financial assets and liabilities subject to offsetting, enforceable master netting arrangements and similar agreements.

	GROSS AMOUNTS OF RECOGNISED FINANCIAL INSTRUMENTS $'000	GROSS AMOUNTS OF RECOGNISED FINANCIAL INSTRUMENTS OFFSET IN THE STATEMENT OF FINANCIAL POSITION $'000	NET AMOUNTS OF FINANCIAL INSTRUMENTS PRESENTED IN THE STATEMENT OF FINANCIAL POSITION $'000	RELATED FINANCIAL INSTRUMENTS THAT ARE OFFSET $'000	NET AMOUNT $'000
30 JUNE 2020					
FINANCIAL ASSETS					
Cross currency interest rate swaps	**2,464**	**-**	**2,464**	**-**	**2,464**
FINANCIAL LIABILITIES					
Interest rate swaps	**92,677**	**-**	**92,677**	**-**	**92,677**
Cross currency interest rate swaps	**762**	**-**	**762**	**-**	**762**
	93,439	**-**	**93,439**	**-**	**93,439**
30 JUNE 2019					
FINANCIAL ASSETS					
Cross currency interest rate swaps	891	-	891	-	891
Forward exchange contracts	1,352	-	1,352	-	1,352
	2,243	-	2,243	-	2,243
FINANCIAL LIABILITIES					
Interest rate swaps	28,488	-	28,488	-	28,488
Cross currency interest rate swaps	6,777	-	6,777	-	6,777
Forward exchange contracts	66	-	66	-	66
	35,331	-	35,331	-	35,331

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12. CASH AND CASH EQUIVALENTS

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000	COMPANY 30 JUNE 2020 $'000	COMPANY 30 JUNE 2019 $'000
Short-term deposits with banks		**717,984**	644,319	**-**	-
Cash and bank balances		**215,908**	179,399	**167**	214
Cash and cash equivalents		**933,892**	823,718	**167**	214
Bank overdrafts	17	**(35)**	-		
Cash collaterals	d	**(11,164)**	(14,844)		
Cash and cash equivalents in the statement of cash flows		**922,693**	808,874		

Included in the Group's cash and cash equivalents are:-

a. Amounts held under the Singapore Housing Developers (Project Account) Rules (the "Rules") totalling $139.3 million (2019: $86.7 million), the use of which is subject to restrictions imposed by the Rules;

b. Amounts held under the China Housing Developers Restricted Funds Agreement totalling $10.7 million (2019: Nil), the use of which is subject to restrictions imposed by the above-mentioned Agreement.

c. Amounts held in Malaysia pursuant to Section 7A of the Housing Development (Control and Licensing) Act 1966 totalling $5.1 million (2019: $4.2 million), the use of which is restricted from other operations; and

d. Cash collaterals comprised deposits of $11.2 million (2019: $14.8 million) pledged with financial institutions in Singapore for bank loans.

13. ASSETS HELD FOR SALE

In March 2020, DC Offices Sdn Bhd, a Malaysian subsidiary, entered into a conditional agreement to dispose an office building known as Menara Guoco to MTrustee Berhad, the trustee of Tower Retail Estate Investment Trust ("Tower REIT"), which is an associate of the Group, for a consideration of approximately $78.9 million (RM242.1 million). Accordingly, the asset was reclassified from investment properties (note 5) to assets held for sale as at 30 June 2020 and stated at its fair value of $78.9 million. The transaction is expected to complete at the end of August 2020. The property has been mortgaged to secure the loan facilities (note 17).

Measurement of fair value

The fair value measurement for the property has been categorised as a Level 3 fair value based on the inputs to the valuation technique used by the valuers, First Pacific Valuers.

VALUATION METHOD	KEY UNOBSERVABLE INPUTS
Income capitalisation method	Capitalisation rate of 5.5% to 5.75%

14. SHARE CAPITAL

	COMPANY	
	2020	2019
	NO. OF SHARES	NO. OF SHARES
ISSUED AND FULLY PAID ORDINARY SHARES, WITH NO PAR VALUE		
At 1 July and 30 June	**1,183,373,276**	1,183,373,276

a. The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All ordinary shares rank equally with regard to the Company's residual assets.

b. As at 30 June 2020, the Trust for GuocoLand Limited Executives Share Scheme 2018 (the "ESS") held an aggregate of 73,604,933 (2019: 73,604,933) shares in the Company which had been acquired from the market for the purpose of satisfying outstanding share options granted or to be granted to participants under the ESS (note 27).

Capital Management

The Group's policy is to maintain a strong capital base so as to maintain investor, creditor and market confidence and to sustain future development of the business. The Group monitors the return on capital, which the Group defines as total equity, excluding non-controlling interests, and the level of dividends to ordinary shareholders.

The Group also monitors the net debt to equity ratio, which is defined as net borrowings divided by total equity, excluding non-controlling interests. The Group's net debt to equity ratio at the reporting date was as follows:-

	GROUP	
	30 JUNE 2020 $'000	30 JUNE 2019 $'000
Total loans and borrowings	**5,265,249**	4,489,796
Cash and cash equivalents	**(933,892)**	(823,718)
Net debt	**4,331,357**	3,666,078
Total equity	**4,257,916**	4,231,647
Net debt to equity ratio	**1.02**	0.87

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14. SHARE CAPITAL (CONT'D)

Capital Management (cont'd)

The Group seeks to maintain a balance between the higher returns that might be possible with higher levels of borrowings and the advantages and security afforded by a sound capital position.

In addition, from time to time, the Group may purchase shares in the Company from the market. Share purchase allows the Company greater flexibility over its share capital structure with a view to improving, inter alia, its return on equity. The shares which are purchased may be held as treasury shares which the Company or the Trust may transfer to participants for the purposes of or pursuant to the ESS. The use of treasury shares in lieu of issuing new shares would also mitigate the dilution impact on existing shareholders.

Under the Housing Developers (Control and Licensing) Act, in order to qualify for a housing developer's licence, certain subsidiaries of the Company are required to maintain a minimum paid-up capital of $1,000,000. These entities complied with the requirement throughout the year.

Other than as disclosed above, the Company and its subsidiaries are not subject to externally imposed capital requirements.

The Group has operations in The People's Republic of China. The conversion of the Chinese Renminbi is subject to the rules and regulations of foreign exchange control promulgated by the government.

There were no changes in the Group's approach to capital management during the financial year.

15. RESERVES

		GROUP		COMPANY	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000	30 JUNE 2020 $'000	30 JUNE 2019 $'000
Reserve for own shares	a	**(157,034)**	(157,034)	**(157,034)**	(157,034)
Capital reserve	b	**(4,923)**	(4,923)	**(5,013)**	(5,013)
Translation reserve	c	**(67,636)**	(72,926)	**-**	-
Hedging reserve	d	**1,311**	704	**-**	-
Revaluation reserve	e	**8,341**	8,341	**-**	-
Share option reserve	f	**6,419**	4,032	**6,419**	4,032
Merger reserve	g	**(8,494)**	(8,494)	**-**	-
Other reserves		**(222,016)**	(230,300)	**(155,628)**	(158,015)
Accumulated profits		**2,147,387**	2,129,945	**334,293**	416,613
		1,925,371	1,899,645	**178,665**	258,598

15. RESERVES (CONT'D)

The movement of other reserves is as follows:-

	RESERVE FOR OWN SHARES $'000	CAPITAL RESERVE $'000	TRANSLATION RESERVE $'000	HEDGING RESERVE $'000	REVALUATION RESERVE $'000	SHARE OPTION RESERVE $'000	MERGER RESERVE $'000	TOTAL $'000
GROUP								
At 1 July 2019	(157,034)	(4,923)	(72,926)	704	8,341	4,032	(8,494)	(230,300)
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	-	6,483	-	-	-	-	6,483
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	-	459	-	-	-	-	459
Effective portion of changes in fair value of cash flow hedges	-	-	-	607	-	-	-	607
Effective portion of changes in fair value of net investment hedges	-	-	(1,652)	-	-	-	-	(1,652)
Total other comprehensive income, net of tax	-	-	5,290	607	-	-	-	5,897
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Share-based payments	-	-	-	-	-	2,387	-	2,387
Total contributions by and distributions to equity holders	-	-	-	-	-	2,387	-	2,387
Total transactions with equity holders	-	-	-	-	-	2,387	-	2,387
At 30 June 2020	(157,034)	(4,923)	(67,636)	1,311	8,341	6,419	(8,494)	(222,016)

Notes to the Financial Statements

For the year ended 30 June 2020

15. RESERVES (CONT'D)

The movement of other reserves is as follows:- (cont'd)

	RESERVE FOR OWN SHARES $'000	CAPITAL RESERVE $'000	TRANSLATION RESERVE $'000	HEDGING RESERVE $'000	REVALUATION RESERVE $'000	SHARE OPTION RESERVE $'000	MERGER RESERVE $'000	TOTAL $'000
GROUP								
At 1 July 2018	(157,034)	(4,923)	24,186	(1,703)	8,341	1,410	(8,494)	(138,217)
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	-	(103,875)	-	-	-	-	(103,875)
Effective portion of changes in fair value of cash flow hedges	-	-	-	2,407	-	-	-	2,407
Effective portion of changes in fair value of net investment hedges	-	-	6,763	-	-	-	-	6,763
Total other comprehensive income, net of tax	-	-	(97,112)	2,407	-	-	-	(94,705)
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Share-based payments	-	-	-	-	-	2,622	-	2,622
Total contributions by and distributions to equity holders	-	-	-	-	-	2,622	-	2,622
Total transactions with equity holders	-	-	-	-	-	2,622	-	2,622
At 30 June 2019	(157,034)	(4,923)	(72,926)	704	8,341	4,032	(8,494)	(230,300)

a. **Reserve for Own Shares**

This comprises the purchase consideration for issued shares of the Company acquired by the Trust for the ESS for the purpose of satisfying outstanding share options granted or to be granted to participants under the ESS (note 27).

b. **Capital Reserve**

This comprises the gain or loss recognised when a participant exercises the share options granted under the ESS.

15. RESERVES (CONT'D)

c. Translation Reserve

This comprises the foreign exchange differences arising from the translation of the financial statements of foreign entities whose functional currencies are different from the functional currency of the Company, and exchange differences on monetary items which form part of the Group's net investment in foreign operations, provided certain conditions are met.

d. Hedging Reserve

This comprises the effective portion of the cumulative net change in the fair value of hedging instruments used in cash flow hedges pending subsequent recognition in profit or loss as the hedged cash flows or items affect profit or loss.

e. Revaluation Reserve

This comprises the revaluation surplus on property, plant and equipment.

f. Share Option Reserve

This comprises the cumulative value of employee services received for the issue of share options.

g. Merger Reserve

The merger reserve of the Group arose as a result of business combinations involving entities under common control accounted for by applying the merger method of accounting.

16. PERPETUAL SECURITIES

In 2018, GLL IHT Pte Ltd ("issuer"), a wholly owned subsidiary of the Group, issued subordinated perpetual securities (the "Perpetual Securities"), guaranteed by the Company, with an aggregate principal amount of $400 million. Transaction costs incurred amounting to $2.8 million were recognised in equity as a deduction from the proceeds.

The Perpetual Securities bear distributions at a rate of 4.6% per annum for the period from 23 January 2018 to 22 January 2025. Distributions are cumulative and payable semi-annually at the option of the issuer, subject to certain restrictions as stipulated in the Programme Memorandum.

The Perpetual Securities have no fixed maturity and are redeemable at the option of the issuer on or after 23 January 2023 at their principal amount together with any unpaid distributions.

As at 30 June 2020, distribution payment of $8.0 million (2019: $8.0 million) was accrued for the relevant period relating to the semi-annual period 23 January 2020 to 30 June 2020 (2019: 23 January 2019 to 30 June 2019) as the Group had not elected to defer the payment.

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17. LOANS AND BORROWINGS

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000
NON-CURRENT LIABILITIES			
Secured bank loans		**3,666,504**	3,326,625
Unsecured bank loans		**149,786**	229,609
Unsecured medium-term notes		**725,516**	648,122
		4,541,806	4,204,356
CURRENT LIABILITIES			
Secured bank overdrafts	12	**35**	-
Secured bank loans		**315,986**	45,376
Unsecured bank loans		**282,482**	65,305
Unsecured medium-term notes		**124,940**	174,759
		723,443	285,440
TOTAL LOANS AND BORROWINGS		**5,265,249**	4,489,796

Maturity of loans and borrowings:-

	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000
Within 1 year	**723,443**	285,440
After 1 year but within 5 years	**4,342,676**	4,204,356
After 5 years	**199,130**	-
Total loans and borrowings	**5,265,249**	4,489,796

The secured loans and borrowings are secured on the following assets:-

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000
Property, plant and equipment	4	**470,533**	480,671
Investment properties	5	**4,284,596**	4,244,548
Development properties	9	**2,955,183**	1,799,882
Assets held for sale	13	**78,852**	-
		7,789,164	6,525,101

At the reporting date, the Group's loans from banks bore interest ranging from 1.0% to 5.2% (2019: 2.6% to 5.2%) per annum.

17. LOANS AND BORROWINGS (CONT'D)

Medium-Term Notes

The unsecured fixed rate medium-term notes are issued by GLL IHT Pte Ltd ("IHT") with a tenor of between 1 to 6 years (2019: 1 to 6 years). The interest rates at the reporting date ranged from 3.4% to 4.1% (2019: 3.6% to 4.2%) per annum.

During the year, IHT redeemed medium-term notes with an aggregate principal amount of $175 million (2019: $200 million) and issued medium-term notes with an aggregate principal amount of $200 million (2019: Nil). The medium-term notes are guaranteed by the Company.

Reconciliation of movements of liabilities to cash flows arising from financing activities

	LIABILITIES				DERIVATIVES (ASSETS)/ LIABILITIES HELD TO HEDGE LONG-TERM BORROWINGS		
	BANK OVERDRAFTS $'000	OTHER LOANS AND BORROWINGS $'000	INTEREST PAYABLE $'000	AMOUNTS DUE TO NON-CONTROLLING INTERESTS $'000	CROSS CURRENCY INTEREST RATE SWAP USED FOR HEDGING - ASSETS $'000	INTEREST RATE SWAP AND CROSS CURRENCY INTEREST RATE SWAPS USED FOR HEDGING - LIABILITIES $'000	TOTAL $'000
AT 1 JULY 2019	-	4,489,796	18,855	540,912	(891)	35,265	5,083,937
CHANGES FROM FINANCING CASH FLOWS							
Proceeds from borrowings	-	1,573,287	-	-	-	-	1,573,287
Repayment of borrowings	-	(805,257)	-	-	-	-	(805,257)
Proceeds from loans from non-controlling interests	-	-	-	98,973	-	-	98,973
Interest paid	-	-	(167,877)	-	-	-	(167,877)
TOTAL CHANGES FROM FINANCING CASH FLOWS	-	768,030	(167,877)	98,973	-	-	699,126
THE EFFECT OF CHANGES IN FOREIGN EXCHANGE RATES	-	3,011	-	570	-	-	3,581
CHANGE IN FAIR VALUE	-	-	-	-	-	64,189	64,189
OTHER CHANGES							
LIABILITY-RELATED							
Change in bank overdraft	35	-	-	-	-	-	35
Capitalised borrowing costs	-	1,368	74,925	14,961	-	-	91,254
Capitalised shareholder's loan from non-controlling interests	-	-	-	(50,000)	-	-	(50,000)
Interest expense	-	4,298	92,803	11,181	-	-	108,282
TOTAL LIABILITY-RELATED OTHER CHANGES	35	5,666	167,728	(23,858)	-	-	149,571
TOTAL EQUITY-RELATED OTHER CHANGES	-	(1,289)	8,059	-	(1,573)	(6,015)	(818)
AT 30 JUNE 2020	35	5,265,214	26,765	616,597	(2,464)	93,439	5,999,586

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17. LOANS AND BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities (cont'd)

	LIABILITIES				DERIVATIVES (ASSETS)/ LIABILITIES HELD TO HEDGE LONG-TERM BORROWINGS		
	BANK OVERDRAFTS $'000	OTHER LOANS AND BORROWINGS $'000	INTEREST PAYABLE $'000	AMOUNTS DUE TO NON-CONTROLLING INTERESTS $'000	CROSS CURRENCY INTEREST RATE SWAP USED FOR HEDGING - ASSETS $'000	INTEREST RATE SWAP AND CROSS CURRENCY INTEREST RATE SWAPS USED FOR HEDGING - LIABILITIES $'000	TOTAL $'000
AT 1 JULY 2018	185	4,923,619	14,794	503,031	-	17,787	5,459,416
CHANGES FROM FINANCING CASH FLOWS							
Proceeds from borrowings	-	1,543,923	-	-	-	-	1,543,923
Repayment of borrowings	-	(1,968,820)	-	-	-	-	(1,968,820)
Proceeds from loans from non-controlling interests	-	-	-	17,655	-	-	17,655
Interest paid	-	-	(156,111)	-	-	-	(156,111)
TOTAL CHANGES FROM FINANCING CASH FLOWS	-	(424,897)	(156,111)	17,655	-	-	(563,353)
THE EFFECT OF CHANGES IN FOREIGN EXCHANGE RATES	-	(3,908)	-	(6,999)	-	-	(10,907)
CHANGE IN FAIR VALUE	-	-	-	-	-	28,488	28,488
OTHER CHANGES							
LIABILITY-RELATED							
Change in bank overdraft	(181)	-	-	-	-	-	(181)
Capitalised borrowing costs	-	5,033	60,677	16,269	-	-	81,979
Interest expense	-	3,360	93,375	10,956	-	-	107,691
TOTAL LIABILITY-RELATED OTHER CHANGES	(181)	8,393	154,052	27,225	-	-	189,489
TOTAL EQUITY-RELATED OTHER CHANGES	(4)	(13,411)	6,120	-	(891)	(11,010)	(19,196)
AT 30 JUNE 2019	-	4,489,796	18,855	540,912	(891)	35,265	5,083,937

18. TRADE AND OTHER PAYABLES, INCLUDING DERIVATIVES

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000	COMPANY 30 JUNE 2020 $'000	COMPANY 30 JUNE 2019 $'000
Trade payables and accrued operating expenses		**112,825**	119,967	**1,033**	903
Amounts due to:-					
Associates		**45**	45	**-**	-
Joint ventures		**3**	-	**-**	-
Related corporations		**1,279**	10,362	**-**	-
Non-controlling interests		**263**	255	**-**	-
Other payables	19	**132,699**	73,404	**-**	-
		247,114	204,033	**1,033**	903

Trade payables and accrued operating expenses included $5.3 million (2019: $4.2 million) of accrued management fees to the intermediate holding company (note 24).

The amounts due to associates, joint ventures, related corporations and non-controlling interests are non-trade, unsecured, interest-free and repayable on demand. As at 30 June 2019, $9.1 million of amount due to a related corporation is interest bearing at 4.8% per annum.

19. OTHER PAYABLES, INCLUDING DERIVATIVES

	NOTE	GROUP 30 JUNE 2020 $'000	GROUP 30 JUNE 2019 $'000	COMPANY 30 JUNE 2020 $'000	COMPANY 30 JUNE 2019 $'000
NON-CURRENT					
Amounts due to non-controlling interests	29c,d,e	**616,597**	540,912	**-**	-
Rental deposits		**36,743**	34,594	**-**	-
Amounts due to subsidiaries	6	**-**	-	**30,352**	30,352
Derivatives liabilities	11	**93,439**	35,265	**-**	-
		746,779	610,771	**30,352**	30,352
CURRENT					
Deposits received		**29,854**	18,385	**-**	-
Interest payable		**26,765**	18,855	**-**	-
Rental deposits		**2,398**	1,546	**-**	-
Real estate tax payable		**42,576**	2,172	**-**	-
Employee benefits payable		**8,573**	8,036	**-**	-
Derivative liabilities	11	**-**	66	**-**	-
Others		**22,533**	24,344	**-**	-
		132,699	73,404	**-**	-

The amounts due to non-controlling interests are unsecured, bear interest ranging from 3.2% to 5.0% (2019: 4.0% to 7.3%) per annum and are repayable at the discretion of the Boards of the borrowing subsidiaries. The amounts are subordinated to external bank loans.

Real estate tax payable relates mainly to land appreciation taxes payable on the divestment of Guoman Hotel in Shanghai.

Notes to the Financial Statements

For the year ended 30 June 2020

20. REVENUE

	GROUP	
	2020	**2019**
	$'000	**$'000**
REVENUE RECOGNISED AT A POINT IN TIME:-		
Sale of development properties	**222,367**	394,874
REVENUE RECOGNISED OVER TIME:-		
Sale of development properties	**549,010**	338,509
Hotel operations	**51,482**	72,956
Rental and related income from investment properties	**116,401**	116,992
MANAGEMENT FEE INCOME FROM:-		
Related corporations	**801**	240
Third parties	**1,780**	3,386
	941,841	926,957

The following table provides information on disaggregation of revenue by countries.

	GROUP	
	2020	**2019**
	$'000	**$'000**
REVENUE RECOGNISED AT A POINT IN TIME:-		
Sale of development properties		
Singapore	**150,076**	304,533
Malaysia	**65,252**	71,163
Others	**7,039**	19,178
	222,367	394,874
REVENUE RECOGNISED OVER TIME:-		
Sale of development properties		
Singapore	**500,798**	310,051
Malaysia	**48,212**	28,458
	549,010	338,509
Hotel operations		
Singapore	**22,007**	27,428
Malaysia	**21,130**	28,988
Others	**8,345**	16,540
	51,482	72,956
Rental and related income from investment properties		
Singapore	**104,382**	101,748
Malaysia	**8,620**	11,523
Others	**3,399**	3,721
	116,401	116,992

Revenue recognised at a point in time and over time have been reclassified to align with current year's presentation.

20. REVENUE (CONT'D)

The following table provides information about contract assets and contract liabilities for contracts with customers.

		GROUP	
	NOTE	30 JUNE 2020 $'000	30 JUNE 2019 $'000
Contract assets	a	**40,755**	35,113
Contract liabilities	b	**(20,173)**	(21,171)
		20,582	13,942

a. Contract assets

Contract assets relate primarily to the Group's right to consideration for work completed but not billed at the reporting date in respect of its property development business. The contract assets are transferred to trade receivables when the rights become unconditional. This usually occurs when the Group invoices the customer.

The changes in contract assets are due to the differences between the agreed payment schedule and progress of the construction work.

b. Contract liabilities

Contract liabilities relate primarily to:-
- advance consideration received from customers; and
- progress billings issued in excess of the Group's rights to the consideration.

The contract liabilities are recognised as revenue when the Group fulfils its performance obligation under the contract with the customer. The changes in contract liabilities are due to the differences between the agreed payment schedule and progress of the construction work.

21. OTHER INCOME

		GROUP	
	NOTE	2020 $'000	2019 $'000
Fair value gain on investment properties	5	**-**	197,413
Gain on disposal of property, plant and equipment	4	**126,157**	-
Gain on disposal of interest in a subsidiary	30	**2,798**	-
Income from forfeiture of deposit		**1,380**	2,494
Interest income from fixed deposits with banks		**12,883**	16,827
Interest income from a joint venture		**5,236**	3,050
Net foreign exchange gain		**4,935**	12,759
Rental income		**3,371**	3,202
Others		**5,858**	3,053
		162,618	238,798

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For the year ended 30 June 2020

22. OTHER EXPENSES

		GROUP	
	NOTE	2020 $'000	2019 $'000
Fair value loss on derivative financial instruments		**65,475**	25,988
Fair value loss on investment properties	5	**8,275**	-
Impairment loss on investment in a joint venture	7	**47,000**	-
Loss on disposal of property, plant and equipment		**-**	1
Others		**7,679**	11,452
		128,429	37,441

23. FINANCE COSTS

		GROUP	
	NOTE	2020 $'000	2019 $'000
Interest expense:-			
Financial institutions		**132,536**	118,438
Medium-term notes		**40,858**	44,007
Non-controlling interests	29c,d,e	**26,142**	27,225
		199,536	189,670
Less: Interest expense capitalised in:-			
Investment properties	5	**(46,943)**	(41,686)
Development properties	9	**(44,311)**	(40,293)
		(91,254)	(81,979)
		108,282	107,691

24. PROFIT BEFORE TAX

a. The following items have been included in arriving at profit before tax:-

	NOTE	GROUP 2020 $'000	GROUP 2019 $'000
Allowance for foreseeable losses on development properties		**4,725**	1,035
Credit loss allowance on trade and other receivables		**223**	775
Depreciation of property, plant and equipment	4	**17,224**	16,807
Direct operating expenses of investment properties		**30,260**	28,284
Operating lease expenses		**556**	572
Management fees paid and payable to:-			
Intermediate holding company	29b	**5,319**	4,201
Related corporations		**888**	1,117
		6,207	5,318
Auditors' remuneration:-			
Auditors of the Company		**543**	514
Other auditors		**409**	401
		952	915
Non-audit fees:-			
Auditors of the Company		**5**	-
Other auditors		**28**	53
		33	53
Staff costs:-			
Wages, salaries and benefits		**63,760**	65,243
Contributions to defined contribution plans		**5,768**	6,359
Equity compensation benefits		**2,387**	2,622
Liability for short-term accumulating compensated absences		**156**	(68)
		72,071	74,156

b. Key Management Personnel Remuneration

The key management personnel remuneration included as part of staff costs is as follows:-

	GROUP 2020 $'000	GROUP 2019 $'000
Wages, salaries and benefits	**8,373**	9,516
Contributions to defined contribution plans	**170**	169
Equity compensation benefits	**2,387**	2,622
	10,930	12,307
Directors' fees	**621**	647

Notes to the Financial Statements

For the year ended 30 June 2020

25. TAX EXPENSE

	GROUP	
	2020	**2019**
	$'000	**$'000**
Current tax		
Current year	**42,577**	41,976
Under/(Over) provision in respect of prior years	**4,914**	(1,084)
	47,491	40,892
Foreign withholding tax paid	**1,097**	11,161
	48,588	52,053
Deferred tax		
Movements in temporary differences	**20,064**	(30,649)
	68,652	21,404

A reconciliation of the effective tax rate is as follows:-

Profit before tax	**158,698**	309,020
Less: Share of profit of associates and joint ventures	**(20,922)**	(12,789)
Profit before share of profit of associates, joint ventures and tax	**137,776**	296,231
Tax calculated using the Singapore tax rate of 17% (2019: 17%)	**23,422**	50,359
Effect of different tax rates in foreign jurisdictions	**8,946**	1,388
Effect of unrecognised tax losses and other deductible temporary differences	**6,419**	9,175
Expenses not deductible for tax purpose	**28,184**	8,298
Foreign withholding tax	**2,781**	(7,289)
Income not subject to tax	**(3,662)**	(39,425)
Under/(Over) provision in respect of prior years	**4,914**	(1,084)
Effect of taxable distributions from associate	**248**	198
Others	**(2,600)**	(216)
	68,652	21,404

26. EARNINGS PER SHARE AND DILUTED EARNINGS PER SHARE

The calculation of basic earnings per share ("EPS") was based on the profit attributable to ordinary equity holders of the Company, and the weighted average number of ordinary shares of the Company in issue, after adjusting for the shares acquired by the Trust during the financial year.

Profit attributable to ordinary equity holders of the Company used in the computation of basic EPS is calculated as follows:-

	GROUP	
	2020	**2019**
	$'000	**$'000**
Profit attributable to equity holders of the Company	**114,069**	255,674
Less: Profit attributable to perpetual securities holders	**(18,943)**	(19,272)
Profit attributable to ordinary equity holders of the Company	**95,126**	236,402
	'000	**'000**
Issued ordinary shares at 30 June	**1,183,373**	1,183,373
Effect of own shares held by the Trust	**(73,605)**	(73,605)
Weighted average number of ordinary shares used in the computation of basic EPS	**1,109,768**	1,109,768

Diluted EPS is calculated on the same basis as that of EPS except that the Group's weighted average number of ordinary shares have been adjusted for the dilution effects of all dilutive potential ordinary shares as shown below:-

	GROUP	
	2020	**2019**
	$'000	**$'000**
Profit attributable to ordinary equity holders of the Company	**95,126**	236,402
	'000	**'000**
Weighted average number of ordinary shares used in the computation of basic and diluted EPS	**1,109,768**	1,109,768
Assumed exercise of share options	**-**	-
Weighted average number of ordinary shares used in the computation of diluted EPS	**1,109,768**	1,109,768

For the year ended 30 June 2020, diluted EPS was the same as the basic EPS as there were no dilutive potential ordinary shares in issue.

Notes to the Financial Statements

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27. EMPLOYEE BENEFITS

a. Company

GuocoLand Limited Executive Share Scheme

(i) The GuocoLand Limited Executive Share Scheme was approved by shareholders of the Company on 25 October 2018 and further approved by shareholders of Guoco Group Limited ("GGL") (an intermediate holding company of the Company) on 12 December 2018 ("ESS 2018") in place of the GuocoLand Limited Executives' Share Option Scheme ("ESOS 2008") which had since expired on 20 November 2018. ESS 2018 shall continue to be in force for a maximum period of 10 years from 12 December 2018 to 11 December 2028.

(ii) The ESS 2018 shall be administered by the Remuneration Committee comprising Mr Abdullah Bin Tarmugi (Chairman), Mr Quek Leng Chan and Ms Jennie Chua Kheng Yeng who are non-participants.

(iii) Under the ESS 2018, newly issued and/or existing issued ordinary shares of the Company ("Shares") may be offered to selected key executives of the Company ("Eligible Executives") via the executive share option scheme or the executive share grant scheme, or a combination of both.

(iv) During the financial year, no grant has been made under ESS 2018.

The termination of the ESOS 2008 does not affect options which had been granted thereunder and accepted but which remained unexercised (whether fully or partially) on termination and participants would still be able to exercise such options granted under ESOS 2008. The details relating to options granted to participants which have remained unexercised pursuant to the ESOS 2008 are as follows:

PARTICIPANT(S)	OPTIONS GRANTED DURING THE FINANCIAL YEAR	AGGREGATE OPTIONS GRANTED SINCE THE COMMENCEMENT OF THE ESOS 2008 TO END OF FINANCIAL YEAR	AGGREGATE OPTIONS EXERCISED SINCE THE COMMENCEMENT OF THE ESOS 2008 TO END OF FINANCIAL YEAR	AGGREGATE OPTIONS LAPSED SINCE THE COMMENCEMENT OF THE ESOS 2008 TO END OF FINANCIAL YEAR	AGGREGATE OPTIONS OUTSTANDING UNDER ESOS 2008 TO END OF FINANCIAL YEAR
Executive Director					
Raymond Choong Yee How	-	20,000,000	-	-	20,000,000
Executives	-	32,521,725	-	(14,621,725)	17,900,000
Total	-	52,521,725	-	(14,621,725)	37,900,000*

* The options under ESOS 2008 were granted at the exercise price of $1.984 per Share which was set at a discount of 5.8% to the market price of the Shares based on the 5-day weighted average market price of the Shares immediately prior to 8 December 2017 being the date of grant. The options will be valid from the date of grant till the date of vesting and exercise. All the options granted had been accepted by the Participants and each option shall be exercisable, in whole or in part, subject to certain performance targets being met following the end of the performance period concluding in the financial year ended 30 June 2019 and ending 30 June 2021. The options may be exercisable and valid up to 30 months from the date of vesting.

Save as disclosed, there was no Participant who has received 5% or more of the total number of options available under the ESOS 2008. No new Shares were issued by virtue of the exercise of option under ESOS 2008. During the financial year, no option was exercised (2019: Nil) nor lapsed (2019: 1,800,000 options lapsed).

27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

GuocoLand Limited Executive Share Scheme (cont'd)

(v) Other information regarding the ESS 2018 is as follows:

1. Eligibility

Eligible Executives must be at least 18 years of age on the date when an offer is made and has been confirmed in service. Non-executive directors, the Company’s controlling shareholders or their associates, directors and employees of the Company’s controlling shareholders, directors and employees of associated companies of the Company and directors and employees of the Company’s holding company and its subsidiaries (excluding the Company and its subsidiaries) shall not participate in ESS 2018.

2. Maximum Entitlement

The maximum entitlement for each Eligible Executive in respect of the total number of new Shares to be issued upon exercise of options granted in any 12-month period shall not exceed 1% of the total number of issued Shares immediately before such option offer. For the avoidance of doubt, to the extent the exercise of any option granted to an Eligible Executive is satisfied by the transfer of existing issued Shares (including treasury shares), such option and number of existing issued Shares (including treasury shares) shall not be subject to or taken into account for purposes of such limit.

3. Grant of Options

(a) The exercise price per Share shall be a price equal to the 5-day weighted average market price of the Shares immediately preceding the date of offer of the option (“Market Price”) or, if discounted, shall not be at a discount of more than 20% (or such other discount as the relevant authority shall permit) to the Market Price.

(b) Option granted to an Eligible Executive may be exercisable by that Eligible Executive only during his employment, within the option exercise period and subject to any other terms and conditions as may be contained in the Option certificate. The minimum period which an option must be held before it can be exercised:

(1) where the option is granted at a discount to the Market Price, shall be at least 2 years from the date of offer; and

(2) where the option is granted without any discount, shall be at least 1 year from the date of offer.

(c) Eligible Executives to whom the options have been granted do not have the right to participate, by virtue of the option, in a share issue of any other company, except in the share scheme(s) of companies within the Group.

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27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

GuocoLand Limited Executive Share Scheme (cont'd)

4. Grant of Shares ("Grant Offer")

(a) Grant Offer to Eligible Executives may be made upon such terms and conditions including the number of Shares to be vested pursuant to a grant at the end of the performance period based on the achievement of the prescribed financial and performance targets or criteria.

(b) Grant Offer must be accepted by the Eligible Executive who has been made a Grant Offer ("Offeree") within 30 days from the date of offer accompanied by a payment of $1 as consideration.

(c) The Offeree may be vested Shares only during his employment or directorship within the Group and subject to any other terms and conditions as may be contained in the grant certificate.

(vi) Since the commencement of the ESS 2018, there was no grant of options or Shares made to controlling shareholders of the Company and their associates or parent group employees as they are not participants in ESS 2018.

Except as disclosed above, there were no unissued shares of the Company or its subsidiaries under options granted by the Company or its subsidiaries as at the end of the financial year.

Measurement of Fair Value of Options

The fair value of services received in return for share options granted are measured by reference to the fair value of share options granted. The estimate of the fair value of the services received is measured based on a Black-Scholes model. The expected life used in the model has been adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions and behavioural considerations. The expected volatility is based on the historical volatility for the expected option life period prior to the date of the grant. The expected dividend yield is based on the past one year's historical dividend payout over the market share price of the Company on the ex-dividend date.

DATE OF GRANT OF OPTIONS	**8 DECEMBER 2017**
Fair value of share options and assumptions	
Fair value at grant date	$0.241 to $0.285
Share price at grant date	$2.18
Exercise price	$1.984
Expected volatility	12.96% to 16.35%
Expected option life	1.94 years to 5.94 years
Expected dividend yield	2.95%
Risk-free interest rate	1.51% to 1.79%

27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

Shares held by Trust

In October 2004, the Company established a Trust in respect of the Executive Share Scheme ("ESS"). Pursuant to a trust deed between the Company and the Trust, the Trust had acquired Shares from the market for the purpose of satisfying options granted or to be granted to participants under the ESS. Subject to financial performance and other targets being met by these participants, Shares held under the Trust may be transferred to them upon exercise of their share options. As at 30 June 2020, the Trust held an aggregate of 73,604,933 (2019: 73,604,933) Shares. For accounting purposes, the assets and liabilities of the Trust are recognised as assets and liabilities of the Company and Shares held by the Trust are accounted for as treasury shares of the Company.

b. GuocoLand (Malaysia) Berhad ("GLM")

GLM Executive Share Scheme

(i) The GLM Executive Share Option Scheme ("GLM ESOS") was implemented on 21 March 2012 and shall be in force for a period of 10 years.

The Executive Share Grant Scheme ("ESGS") was implemented on 28 February 2014.

The GLM ESOS, together with the ESGS, have been renamed as the Executive Share Scheme ("GLM ESS"). For ease of administration, the Bye-Laws of the GLM ESOS were amended to incorporate the ESGS to form the consolidated Bye-Laws of the GLM ESS ("GLM Bye-Laws").

The main features of the GLM ESS are, inter alia, as follows:-

1. Eligible executives are those executives of the GLM Group who have been confirmed in service on the date of offer or directors (executive or non-executive) of GLM and its subsidiaries. The Board of Directors of GLM (the "GLM Board") may from time to time at its discretion select and identify suitable eligible executives to be offered options or grants.

2. The aggregate number of shares to be issued under the ESS and any other ESOS established by GLM shall not exceed 10% of the issued and paid-up ordinary share capital (excluding treasury shares) of GLM at any one time ("Maximum Aggregate"). The Maximum Aggregate shall be subjected to the provision that the total number of new shares of GLM which may be issued upon exercise of options under the GLM ESS must not in aggregate exceed 10% of the issued and paid-up ordinary share capital of GLM on the date the GLM ESOS was approved by the shareholders of GGL, unless approval shall have been obtained from the shareholders of GGL.

3. The GLM ESS shall be in force until 20 March 2022.

4. The option price shall not be at a discount of more than 10% (or such discount as the relevant authorities shall permit) from the 5-day weighted average market price of the shares of GLM preceding the date of offer and shall in no event be less than the par value of the shares of GLM.

Notes to the Financial Statements

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27. EMPLOYEE BENEFITS (CONT'D)

b. GuocoLand (Malaysia) Berhad ("GLM") (cont'd)

<u>GLM Executive Share Scheme (cont'd)</u>

5. No consideration is required to be payable by eligible executives for shares of GLM to be vested pursuant to share grants.

6. Option granted to an option holder is exercisable by the option holder only during his/her employment or directorship with the GLM Group and within the option exercise period subject to any maximum limit as may be determined by the GLM Board under the GLM Bye-Laws.

7. Shares of GLM granted to a share grant holder will be vested to the share grant holder only during his/her employment or directorship with the GLM Group subject to any maximum limit as may be determined by the GLM Board under the GLM Bye-Laws.

8. The exercise of options and the vesting of shares of GLM may, at the discretion of the GLM Board, be satisfied by way of issuance of new shares, transfer of existing shares purchased by a trust established for the GLM ESS ("GLM ESS Trust"); or a combination of both new shares or existing shares.

The GLM ESS Trust did not acquire any ordinary shares of GLM during the financial years ended 30 June 2020 and 30 June 2019.

Except as disclosed above, no option or shares in GLM have been granted under the GLM ESS during the financial years ended 30 June 2020 and 30 June 2019.

(ii) On 22 August 2011, GLM has established a Value Creation Incentive Plan ("VCIP") for selected key executives of the GLM Group to incentivise them towards achieving long term performance targets through the grant of options over GLM shares, which options will be satisfied through the transfer of existing GLM shares held by the GLM ESS Trust.

As the VCIP does not involve any issuance of new GLM shares, the VCIP and the grant of options under the VCIP do not require the approval of shareholders of GLM and GGL.

During the financial year, no share option was granted or lapsed pursuant to the GLM's VCIP. As at 30 June 2020, the balance options is 18,000,000 (2019: 18,000,000). The options granted are subject to the achievement of certain performance criteria by the option holders over two performance periods concluding at the end of the financial years ended 30 June 2019 and ending 30 June 2021 respectively. The achievement of the performance targets and the number of GLM shares (if any) to be vested shall be determined by the GLM Board following the end of the respective performance periods.

The GLM Board shall have the discretion to determine the aggregate allocation of shares to directors and senior management of GLM pursuant to the GLM ESS and the VCIP, but in any case, it shall not exceed the Maximum Aggregate.

28. DIVIDENDS

	GROUP	
	2020 $'000	2019 $'000
PAID BY THE COMPANY TO ORDINARY EQUITY HOLDERS OF THE COMPANY		
Final one-tier ordinary dividend paid of 7 cents (2019: 7 cents) per ordinary share in respect of the previous financial year*	**77,684**	77,684
PAID BY SUBSIDIARIES TO NON-CONTROLLING INTERESTS	**1,492**	1,749

After the reporting date, the Directors proposed a one-tier final dividend of 6 cents (2019: one-tier final dividend of 7 cents) per ordinary share amounting to $66.6 million (2019: $77.7 million). The dividends have not been provided for.

* Dividend payments in respect of 73,604,933 (2019: 73,604,933) ordinary shares of the Company which were held by the Trust for the ESS were eliminated.

29. RELATED PARTY TRANSACTIONS

In addition to the related party information disclosed elsewhere in the financial statements, there were the following significant related party transactions between the Group and related parties based on terms agreed between the parties during the financial year:-

a. Rental income of $2.2 million was received for the financial year ended 30 June 2020 (2019: $2.2 million) and will continue to be receivable by the Group pursuant to lease agreements entered into with companies in which two of the directors have an interest.

b. On 26 July 2017, the Company signed a renewal of the Management Agreement with an intermediate holding company, Guoco Group Limited ("GGL"), in relation to the provision of services to the Group for a further period of 3 years to 30 June 2020, on the same terms and conditions as the previous Agreement which expired on 30 June 2017. The payment of the annual fee will be based on the equivalent of 3% of the profit before tax of its subsidiaries. The aggregate fees payable by the Group in each financial year to GGL shall in any event not exceed 2% of the audited consolidated net tangible assets of the Company for the relevant financial year. Two directors of the Company are also directors and shareholders of GGL (note 24).

c. The Group has entered into shareholders' agreements with its immediate holding company, GuocoLand Assets Pte. Ltd., for the acquisition and development of a commercial site in Singapore through its subsidiaries, Guoco Midtown Pte. Ltd. and Midtown Bay Pte. Ltd. As at 30 June 2020, $54.9 million (2019: $71.0 million) of non-controlling interests and $146.6 million (2019: $128.7 million) of amount due to non-controlling interests were in relation to contributions by the immediate holding company for its equity interests in the projects. During the year, $5.6 million (2019: $5.8 million) of interest payable was accrued in the amount due to non-controlling interests.

d. The Group has entered into shareholder's agreement with a related corporation, Hong Leong Holdings (China) Pte. Ltd., for the acquisition and development of four land parcels situated within Yuzhong and Yubei districts of Chongqing, the People's Republic of China through its subsidiary, GLL Chongqing 18 Steps Pte. Ltd. As at 30 June 2020, $60.5 million (2019: $41.2 million) of non-controlling interests and $172.3 million (2019: $161.4 million) of amount due to non-controlling interests were in relation to contributions by the related corporation for its equity interests in the projects. During the year, $10.3 million (2019: $11.6 million) of interest payable was accrued in the amount due to non-controlling interests.

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29. RELATED PARTY TRANSACTIONS (CONT'D)

e. During the year, the Group has entered into shareholder's agreement with related corporations, Intrepid Investments Pte. Ltd and Hong Realty Pte. Ltd, for the acquisition and development of a residential site in Singapore through its subsidiaries, MTG Apartments Pte. Ltd. and MTG Retail Pte. Ltd. As at 30 June 2020, $44.9 million of non-controlling interests and $88.6 million of amount due to non-controlling interests were in relating to contributions by the related corporations for its equity interests in the projects. During the year, $2.0 million of interest payable was accrued in the amount due to non-controlling interests.

f. The Group has entered into shareholder's agreement with related corporations, Intrepid Investments Pte. Ltd. and Hong Realty Pte. Ltd., for the acquisition and development of a residential site in Singapore through its joint venture, Carmel Development Pte. Ltd. ("Carmel"). As at 30 June 2020, $149.9 million (2019: $139.8 million) of shareholder's loan was injected into Carmel by the Group for its equity interest in the project (note 7). During the year, $5.2 million (2019: $3.1 million) of interest receivable was accrued in the amount due from joint venture.

g. During the year, a subsidiary of the Group sold a unit in Midtown Bay, a residential development in Singapore to a relative of certain directors of the Company for a sale consideration of $1.3 million in the ordinary course of its business.

30. CHANGES IN INTERESTS IN SUBSIDIARIES

2020

Disposal of interests in a subsidiary

In 2020, the Group disposed its investment in a subsidiary, Beijing Ming Hua Property Co. Ltd. for a consideration of $4.8 million (RMB23.85 million). As at 30 June 2020, the sales consideration has been deposited in an escrow account.

The cash flows and net assets relating to the subsidiary disposed are summarised as follows:-

	2020 $'000
Inventories	1,324
Cash and cash equivalents	719
Other net current payables	(11)
Non-controlling interests	(508)
Net assets disposed	1,524
Realisation of translation reserve	459
Gain on disposal of a subsidiary	2,798
Sale consideration	4,781
Cash balances of a subsidiary disposed	(719)
Net sales consideration receivable	4,062

31. FINANCIAL INSTRUMENTS

a. Financial Risk Management Objectives and Policies

The Group operates and generates a substantial part of its business from Singapore, China, Malaysia and Vietnam. The Group's activities expose it to market risks, including the effects of changes in foreign currency exchange rates and interest rates. The Group's overall risk management program seeks to minimise the adverse effects caused by the unpredictability of financial markets on the financial performance of the Group.

Risk management is carried out by the Treasury Department of the Group under policies approved by the Executive Committee. The Executive Committee provides principles and guidelines for overall risk management, as well as policies covering specific areas, such as foreign exchange risk, interest rate risk, use of derivative financial instruments and investing excess liquidity.

Derivative financial instruments are used to reduce exposure to fluctuations in foreign exchange rates or interest rates. While these are subject to the risks of market rates changing subsequent to the execution of the derivative financial instruments, such changes are generally offset by opposite effects on the exposure being hedged.

The Group's accounting policy in relation to the derivative financial instruments are set out in note 3e.

b. Market Risk

Market risk is the risk that changes in market prices, such as foreign exchange rates and interest rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return on risk.

(i) Foreign Currency Risk

The Group generally hedges its foreign exchange exposure using forward exchange contracts with external parties where appropriate. The contracts used in its hedging program have terms of 12 months or less. Foreign exchange exposures in transactional currencies other than functional currencies of the operating entities are kept to an acceptable level.

The Company does not have significant exposure to foreign currency risk.

Notes to the Financial Statements

For the year ended 30 June 2020

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(i) Foreign Currency Risk (cont'd)

The following table details the Group's exposure at the end of the reporting period to currency risk arising from recognised assets or liabilities denominated in a currency other than the functional currency of the entity to which they relate. Differences resulting from the translation of the financial statements of foreign operations into the Group's presentation currency and exposure arising from intercompany balances which are considered to be in the nature of interests in subsidiaries and derivatives entered into as net investment hedge (note 11) are excluded.

	US DOLLAR $'000	CHINESE RENMINBI $'000	HONG KONG DOLLAR $'000	MALAYSIAN RINGGIT $'000
GROUP				
30 JUNE 2020				
Other receivables	**-**	**93,505**	**-**	**-**
Cash and cash equivalents	**5,503**	**129**	**-**	**118**
Other payables	**-**	**(172,453)**	**(849)**	**(13)**
Loans and borrowings	**-**	**(80,858)**	**(72,040)**	**-**
Net exposure in the statement of financial position	**5,503**	**(159,677)**	**(72,889)**	**105**
Cross currency interest rate swaps	**-**	**(135,426)**	**-**	**-**
Total exposure	**5,503**	**(295,103)**	**(72,889)**	**105**
30 JUNE 2019				
Other receivables	224	28,046	-	19
Cash and cash equivalents	168,842	290	-	10,604
Other payables	-	(161,541)	(817)	(13)
Loans and borrowings	-	(80,607)	(69,280)	-
Net exposure in the statement of financial position	169,066	(213,812)	(70,097)	10,610
Forward exchange contracts	(163,561)	218,942	-	-
Cross currency interest rate swaps	-	(135,006)	-	-
Total exposure	5,505	(129,876)	(70,097)	10,610

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(i) Foreign Currency Risk (cont'd)

Sensitivity Analysis

A strengthening of the following foreign currencies against the functional currencies at the reporting date would increase or (decrease) the profit or loss by the amounts shown below. There is no impact on the other components of equity. This analysis assumes that all other variables, in particular interest rates, remain constant and does not take into account the associated tax effects and share of non-controlling interests.

FUNCTIONAL CURRENCIES	FOREIGN CURRENCIES	RATE OF INCREASE IN FOREIGN CURRENCIES	PROFIT BEFORE TAX $'000
GROUP			
2020			
RMB	**USD**	**1.05%**	**58**
SGD	**RMB**	**0.86%**	**(2,538)**
SGD	**HKD**	**2.19%**	**(1,596)**
SGD	**MYR**	**0.43%**	*****
2019			
RMB	USD	0.23%	13
SGD	RMB	0.79%	(1,026)
SGD	HKD	0.39%	(273)
SGD	MYR	0.07%	7

* Less than $1,000

A weakening of the above foreign currencies against the functional currencies would have an equal but opposite effect.

(ii) Interest Rate Risk

The Group's policy is to minimise adverse effects on the financial performance of the Group as a result of changes in market interest rates. The Treasury Department evaluates, recommends and carries out hedge strategies that have been approved by the Executive Committee. The management of interest rate risk is reported and reviewed by the Executive Committee on a monthly basis. To obtain the most favourable overall finance cost, the Group may use interest rate swaps to hedge its interest rate exposure. Apart from cash and cash equivalents, the Group has no other significant interest-bearing assets.

Notes to the Financial Statements

For the year ended 30 June 2020

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(ii) Interest Rate Risk (cont'd)

Exposure to interest rate risk

At the reporting date, the interest rate profile of the Group's interest-bearing financial instruments, as reported to the management, was as follows:-

	GROUP NOMINAL AMOUNT	
	30 JUNE 2020 $'000	30 JUNE 2019 $'000
FIXED RATE INSTRUMENTS		
Financial assets	**717,984**	644,319
Financial liabilities	**(1,549,495)**	(1,445,798)
Interest rate swaps	**(1,601,000)**	(1,601,000)
	(2,432,511)	(2,402,479)
VARIABLE RATE INSTRUMENTS		
Financial liabilities	**(4,346,379)**	(3,612,220)
Interest rate swaps	**1,601,000**	1,601,000
	(2,745,379)	(2,011,220)

Fair value sensitivity analysis for fixed rate instruments

The Group does not account for any fixed rate financial assets and liabilities at fair value through profit or loss, and the Group does not designate derivatives (interest rate swaps) as hedging instruments under a fair value hedge accounting model. Therefore, in respect of the fixed rate assets and liabilities, a change in interest rates at the reporting date would not affect profit or loss.

Cash flow sensitivity analysis for variable rate instruments

An increase in the interest rates of 6 basis points for SGD and 25 basis points for MYR (2019: 10 basis points for SGD) at the reporting date would decrease the Group’s profit before income tax by $3.3 million (2019: $3.2 million). The impact on the Group's profit is estimated as an annualised impact on interest expense or income of such a change in interest rates. There is no impact on the other components of equity. This analysis assumes that all other variables, in particular foreign currency rates, remain constant and does not take into account the effects of qualifying borrowing costs allowed for capitalisation, the associated tax effects and share of non-controlling interests. A decrease in the interest rates would have an equal but opposite effect.

31. FINANCIAL INSTRUMENTS (CONT'D)

c. Credit Risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers and investment securities.

The carrying amount of financial assets in the statement of financial position represents the Group and the Company's respective maximum exposure to credit risk, before taking into account any collateral held. The Group and the Company do not hold any collateral in respect of its financial assets.

Trade receivables and contract assets

The Group uses a provision matrix to measure the lifetime expected credit loss allowance for trade receivables and contract assets.

In measuring the expected credit losses, trade receivables and contract assets are grouped based on similar credit risk characteristics and days past due. In calculating the expected credit loss rates, the Group considers historical loss rates for each category of customers under each businesses.

Trade and other receivables and contract assets are written off when there is no reasonable expectation of recovery, such as a debtor failing to engage in a repayment plan with the Group. The Group generally considers a financial asset as in default if the counterparty fails to make contractual payments within 90 days when they fall due and writes off the financial asset when the Group assesses that the debtor fails to make contractual payments. Where receivables are written off, the Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in profit or loss.

(i) The movements in credit loss allowance on trade and other receivables of the Group are as follows:

	TRADE RECEIVABLES $'000	OTHER RECEIVABLES $'000	TOTAL $'000
GROUP			
At 1 July 2019	**1,321**	**678**	**1,999**
Allowance during the year	**227**	**-**	**227**
Reversal of allowance during the year	**(4)**	**-**	**(4)**
Allowance written off during the year	**(23)**	**-**	**(23)**
Translation differences	**(5)**	**(2)**	**(7)**
At 30 June 2020	**1,516**	**676**	**2,192**
At 1 July 2018	567	694	1,261
Allowance during the year	1,061	-	1,061
Reversal of allowance during the year	(286)	-	(286)
Translation differences	(21)	(16)	(37)
At 30 June 2019	1,321	678	1,999

Notes to the Financial Statements

For the year ended 30 June 2020

31. FINANCIAL INSTRUMENTS (CONT'D)

c. Credit Risk (cont'd)

(ii) The movements in credit loss allowance on amounts due from subsidiaries of the Company are as follows:

	AMOUNTS DUE FROM SUBSIDIARIES $'000
COMPANY	
At 1 July 2018 and 2019	1,585
Allowance during the year	32,000
At 30 June 2020	33,585

No aging analysis of contract assets and other receivables are presented as the majority of outstanding balances as at 30 June 2020 are current. The Group assesses that no credit loss allowance on other receivables is required, except for the amount written off as there is no reasonable expectation of recovery.

The Company's credit risk exposure to trade and other receivables is immaterial.

The Group limits its exposure to credit risk on investments in securities by dealing exclusively with high credit rating counterparties.

Transactions involving derivative financial instruments are allowed only with counterparties that are of high credit quality. It is the Group's policy to enter into financial instruments with a diversity of creditworthy local and international financial institutions.

Cash is placed with regulated financial institutions. Cash and cash equivalents are subject to immaterial credit loss.

The Group's policy is to provide financial guarantees only to wholly owned subsidiaries. The maximum exposure of the Company in respect of the intra-group financial guarantees is set out in note 33. At reporting date, the Company does not consider it probable that a claim will be made against the Company under the intra-group financial guarantees.

d. Liquidity Risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

The Group monitors its liquidity risk by actively managing its debt portfolio and operating cash flows to ensure that all refinancing, repayments and funding requirements of the Group's operations are met. The Group maintains a sufficient level of cash and cash equivalents to meet the Group's working capital requirements.

The Group has contractual commitments to incur capital expenditure on its investment properties and development properties (note 32).

31. FINANCIAL INSTRUMENTS (CONT'D)

d. Liquidity Risk (cont'd)

The following are the contractual undiscounted cash outflows of financial liabilities, including interest payments:-

	CARRYING AMOUNT $'000	CONTRACTUAL CASH FLOWS $'000	CASH FLOWS WITHIN 1 YEAR $'000	BETWEEN 1 AND 5 YEARS $'000	MORE THAN 5 YEARS $'000
GROUP					
30 JUNE 2020					
NON-DERIVATIVE FINANCIAL LIABILITIES					
Trade and other payables*	**(283,857)**	**(283,857)**	**(207,745)**	**(74,193)**	**(1,919)**
Loans and borrowings	**(5,265,249)**	**(5,646,723)**	**(883,003)**	**(4,562,975)**	**(200,745)**
	(5,549,106)	**(5,930,580)**	**(1,090,748)**	**(4,637,168)**	**(202,664)**
DERIVATIVE FINANCIAL LIABILITIES					
Interest rate swaps	**(92,677)**	**(50,979)**	**(16,115)**	**(34,864)**	**-**
Cross currency interest rate swaps	**(762)**	**(2,069)**	**(2,224)**	**155**	**-**
	(93,439)	**(53,048)**	**(18,339)**	**(34,709)**	**-**
	(5,642,545)	**(5,983,628)**	**(1,109,087)**	**(4,671,877)**	**(202,664)**
30 JUNE 2019					
NON-DERIVATIVE FINANCIAL LIABILITIES					
Trade and other payables*	(238,561)	(238,561)	(175,147)	(61,871)	(1,543)
Loans and borrowings	(4,489,796)	(4,966,189)	(428,281)	(4,537,908)	-
	(4,728,357)	(5,204,750)	(603,428)	(4,599,779)	(1,543)
DERIVATIVE FINANCIAL LIABILITIES					
Interest rate swaps	(28,488)	(13,065)	(3,077)	(9,988)	-
Cross currency interest rate swaps	(6,777)	(9,911)	(6,183)	(3,728)	-
Forward exchange contracts	(66)	(66)	(66)	-	-
	(35,331)	(23,042)	(9,326)	(13,716)	-
	(4,763,688)	(5,227,792)	(612,754)	(4,613,495)	(1,543)

* Excludes derivatives and amounts due to non-controlling interests.

Notes to the Financial Statements
For the year ended 30 June 2020

31. FINANCIAL INSTRUMENTS (CONT'D)

d. Liquidity Risk (cont'd)

The following are the contractual undiscounted cash outflows of financial liabilities, including interest payments:- (cont'd)

	CARRYING AMOUNT $'000	CONTRACTUAL CASH FLOWS $'000	CASH FLOWS WITHIN 1 YEAR $'000
COMPANY			
30 JUNE 2020			
NON-DERIVATIVE FINANCIAL LIABILITIES			
Trade and other payables	**(1,033)**	**(1,033)**	**(1,033)**
30 JUNE 2019			
NON-DERIVATIVE FINANCIAL LIABILITIES			
Trade and other payables	(903)	(903)	(903)

The amounts due to non-controlling interests/amounts due to subsidiaries have not been included in the above table as the repayment is at the discretion of the Boards of the borrowing subsidiaries/the Company.

The maturity analysis shows the contractual undiscounted cash flows of the financial liabilities of the Group and the Company on the basis of their earliest possible contractual maturity. The disclosure shows net cash flow amounts for derivatives that are net cash-settled and gross cash inflow and outflow amounts for derivatives that have simultaneous gross cash settlement e.g. forward exchange contracts. Net-settled derivative financial assets are included in the maturity analyses as they are held to hedge the cash flow variability of the Group's floating rate loans. Except for these financial liabilities and the cash flows arising from the derivatives, it is not expected that the cash flows included in the maturity analysis above could occur significantly earlier, or at significantly different amounts.

The following table indicates the periods in which the cash flows associated with derivatives that are cash flow hedges are expected to impact profit or loss and the fair value of the related hedging instrument.

			CASH FLOWS		
	CARRYING AMOUNT $'000	CONTRACTUAL CASH FLOWS $'000	WITHIN 1 YEAR $'000	BETWEEN 1 AND 5 YEARS $'000	MORE THAN 5 YEARS $'000
GROUP					
2020					
DERIVATIVE FINANCIAL INSTRUMENTS					
Cross currency interest rate swaps	**911**	**(607)**	**(4,492)**	**3,885**	**-**
2019					
DERIVATIVE FINANCIAL INSTRUMENTS					
Cross currency interest rate swaps	891	(1,138)	(2,969)	1,831	-

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values

The carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy are as follows. It does not include fair value information for financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value. The carrying amounts of the Company's assets and liabilities approximate its fair value.

	CARRYING AMOUNT				FAIR VALUE			
	FAIR VALUE THROUGH PROFIT OR LOSS	AT AMORTISED COST	OTHER FINANCIAL LIABILITIES	TOTAL	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
GROUP								
30 JUNE 2020								
FINANCIAL ASSETS MEASURED AT FAIR VALUE								
Derivative financial assets	2,464	-	-	2,464	-	2,464	-	2,464
	2,464	-	-	2,464				
FINANCIAL ASSETS NOT MEASURED AT FAIR VALUE								
Trade and other receivables#	-	178,790	-	178,790				
Cash and cash equivalents	-	933,892	-	933,892				
	-	1,112,682	-	1,112,682				
FINANCIAL LIABILITIES MEASURED AT FAIR VALUE								
Derivative financial liabilities	93,439	-	-	93,439	-	93,439	-	93,439
	93,439	-	-	93,439				
FINANCIAL LIABILITIES NOT MEASURED AT FAIR VALUE								
Loans and borrowings	-	-	5,265,249	5,265,249	-	5,265,997	-	5,265,997
Trade and other payables*	-	-	900,454	900,454				
	-	-	6,165,703	6,165,703				

Excludes prepayments and derivatives.
* Excludes derivatives.

Notes to the Financial Statements

For the year ended 30 June 2020

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values (cont'd)

	CARRYING AMOUNT				FAIR VALUE			
	FAIR VALUE THROUGH PROFIT OR LOSS $'000	AT AMORTISED COST $'000	OTHER FINANCIAL LIABILITIES $'000	TOTAL $'000	LEVEL 1 $'000	LEVEL 2 $'000	LEVEL 3 $'000	TOTAL $'000
GROUP								
30 JUNE 2019								
FINANCIAL ASSETS MEASURED AT FAIR VALUE								
Derivative financial assets	2,243	-	-	2,243	-	2,243	-	2,243
	2,243	-	-	2,243				
FINANCIAL ASSETS NOT MEASURED AT FAIR VALUE								
Trade and other receivables#	-	130,846	-	130,846				
Cash and cash equivalents	-	823,718	-	823,718				
	-	954,564	-	954,564				
FINANCIAL LIABILITIES MEASURED AT FAIR VALUE								
Derivative financial liabilities	35,331	-	-	35,331	-	35,331	-	35,331
	35,331	-	-	35,331				
FINANCIAL LIABILITIES NOT MEASURED AT FAIR VALUE								
Loans and borrowings	-	-	4,489,796	4,489,796	-	4,494,731	-	4,494,731
Trade and other payables*	-	-	779,473	779,473				
	-	-	5,269,269	5,269,269				

Excludes prepayments and derivatives.

* Excludes derivatives.

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values (cont'd)

(i) Valuation techniques and significant unobservable inputs

The following tables show the valuation techniques used in measuring Level 2 fair values.

Financial instruments measured at fair value

TYPE	VALUATION TECHNIQUE
GROUP	
Forward exchange contracts, cross currency interest rate swaps and interest rate swaps	*Market comparison technique:* The fair values are based on broker quotes. Similar contracts are traded in an active market and the quotes reflect the actual transactions in similar instruments.

Financial instruments not measured at fair value

TYPE	VALUATION TECHNIQUE
GROUP	
Loans and borrowings	*Discounted cash flow method:* The valuation model considers the present value of future principal and interest cash flows, discounted at the market rate of interest at the measurement date.

(ii) Transfers between Level 1 and 2

There were no transfers between levels during the financial year.

32. COMMITMENTS

a. The future minimum lease rentals payable under non-cancellable operating leases as at reporting date are as follows:-

	GROUP	
	2020 $'000	2019 $'000
Within 1 year	-	478
Between 1 and 5 years	-	251
	-	729

The leases relate to offices and office equipment and are generally for one to five years, with options to renew.

Notes to the Financial Statements

For the year ended 30 June 2020

32. COMMITMENTS (CONT'D)

b. The Group had the following commitments as at the reporting date:-

	GROUP	
	2020	2019
	$'000	$'000
Capital expenditure contracted but not provided for in the financial statements:-		
- property, plant and equipment	**-**	37
- investment properties	**510,260**	283,338
- development properties	**583,766**	240,640
	1,094,026	524,015

33. CONTINGENT LIABILITIES

a. On 20 August 2015, the Group, through its subsidiary, GuocoLand (China) Limited ("GLC"), entered into a Master Transaction Agreement (the "Agreement") to dispose of all the equity, contractual and loan interest of GLC in or relating to the Dongzhimen project in Beijing ("DZM Project"). The Agreement provides that the buyer will indemnify GLC, its affiliates and representatives from and against all actions, losses and liabilities to which any of these parties is or may become subject to arising out of or related to the DZM Project in accordance with the terms and conditions therein.

b. The Company has issued financial guarantees to financial institutions in connection with banking facilities granted to a subsidiary. The periods in which the financial guarantees expire are as follows:-

	COMPANY	
	2020	2019
	$'000	$'000
Within 1 year	**325,858**	175,000
Between 1 and 5 years	**677,040**	879,887
After 5 years	**200,000**	-
	1,202,898	1,054,887

Refer to note 16 for the guarantee in respect of the Perpetual Securities.

At the reporting date, the Company does not consider that it is probable that a claim will be made against the Company under the financial guarantee contracts. Accordingly, the Company does not expect any net cash outflows resulting from the financial guarantee contracts.

34. OPERATING SEGMENTS

Management has determined the operating segments based on the reports reviewed by the Group's Chief Executive Officer ("CEO") that are used to make strategic decisions. The Group's reportable operating segments are as follows:-

a. GuocoLand Singapore – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Singapore.

b. GuocoLand China – development of residential, commercial and integrated properties in China.

c. GuocoLand Malaysia – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Malaysia.

d. GuocoLand Vietnam – development of residential, commercial and integrated properties in Vietnam.

e. Others – include GuocoLand Hotels which is in the management and operation of hotels in Singapore, China and Malaysia, and EWI, which is in the investment in property development projects in United Kingdom and Australia.

Information regarding the results of each reportable segment is included below. Performance is measured based on segment profit after income tax, as included in the internal management reports that are reviewed by the Group's CEO. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries. In presenting information on the basis of geographical segments, segment revenue is based on the geographical location of customers. Non-current assets are based on the geographical location of the assets.

Notes to the Financial Statements

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34. OPERATING SEGMENTS (CONT'D)

	GUOCOLAND SINGAPORE $'000	GUOCOLAND CHINA $'000	GUOCOLAND MALAYSIA $'000	GUOCOLAND VIETNAM $'000	OTHERS $'000	SUB-TOTAL $'000	UNALLOCATED $'000	TOTAL $'000
2020								
REVENUE								
External revenue	756,027	3,399	123,864	7,039	51,482	941,811	30	941,841
RESULTS								
Segment profit/ (loss) before tax	183,149	(21,802)	18,093	1,760	105,237	286,437	(11,498)	274,939
Share of profit of associates and joint ventures (net of tax)	-	1,673	286	-	18,963	20,922	-	20,922
Impairment loss	-	-	-	-	(47,000)	(47,000)	-	(47,000)
Interest income	4,498	3,080	1,281	860	750	10,469	7,650	18,119
Finance costs	(70,558)	-	(10,457)	-	(10,365)	(91,380)	(16,902)	(108,282)
Profit/(Loss) before tax	117,089	(17,049)	9,203	2,620	67,585	179,448	(20,750)	158,698
Tax (expense)/ credit	(21,684)	3,563	(11,941)	(1,975)	(31,425)	(63,462)	(5,190)	(68,652)
Profit/(Loss) for the year	95,405	(13,486)	(2,738)	645	36,160	115,986	(25,940)	90,046
Segment assets	7,481,683	1,841,066	829,257	24,717	718,225	10,894,948	243,607	11,138,555
Segment liabilities	4,025,293	425,513	381,562	3,640	317,668	5,153,676	1,223,529	6,377,205
Other segment items:-								
Associates and joint ventures	149,877	54,043	111,564	-	214,164	529,648	-	529,648
Depreciation	(587)	(315)	(1,276)	(2)	(14,337)	(16,517)	(707)	(17,224)
Fair value (loss)/ gain from investment properties	(1,213)	(789)	(6,573)	-	-	(8,575)	300	(8,275)
Impairment loss on investment in a joint venture	-	-	-	-	(47,000)	(47,000)	-	(47,000)
Capital expenditure	127,398	851	392	6	747	129,394	62	129,456

34. OPERATING SEGMENTS (CONT'D)

	GUOCOLAND SINGAPORE $'000	GUOCOLAND CHINA $'000	GUOCOLAND MALAYSIA $'000	GUOCOLAND VIETNAM $'000	OTHERS $'000	SUB-TOTAL $'000	UNALLOCATED $'000	TOTAL $'000
2019								
REVENUE								
External revenue	716,542	3,721	114,530	19,178	72,956	926,927	30	926,957
RESULTS								
Segment profit/ (loss) before tax	383,974	2,226	12,063	7,127	(9,643)	395,747	(11,702)	384,045
Share of (loss)/ profit of associates and joint ventures (net of tax)	(1,600)	7,933	2,393	-	4,063	12,789	-	12,789
Interest income	4,886	2,712	1,909	449	857	10,813	9,064	19,877
Finance costs	(63,258)	(1,151)	(16,684)	-	(6,322)	(87,415)	(20,276)	(107,691)
Profit/(Loss) before tax	324,002	11,720	(319)	7,576	(11,045)	331,934	(22,914)	309,020
Tax (expense)/ credit	(18,833)	7,153	(2,687)	(1,861)	(1,647)	(17,875)	(3,529)	(21,404)
Profit/(Loss) for the year	305,169	18,873	(3,006)	5,715	(12,692)	314,059	(26,443)	287,616
Segment assets	6,498,095	1,400,554	813,535	34,415	864,779	9,611,378	420,071	10,031,449
Segment liabilities	3,422,551	199,336	360,038	3,291	327,237	4,312,453	1,076,483	5,388,936
Other segment items:-								
Associates and joint ventures	139,841	52,205	113,686	-	238,237	543,969	-	543,969
Depreciation	(468)	(175)	(966)	(19)	(14,094)	(15,722)	(1,085)	(16,807)
Fair value gain/ (loss) from investment properties	183,744	11,981	(212)	-	-	195,513	1,900	197,413
Capital expenditure	72,620	737	(2,282)	-	(3,416)	67,659	514	68,173

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34. OPERATING SEGMENTS (CONT'D)

Geographical information

	EXTERNAL REVENUE $'000	NON-CURRENT ASSETS# $'000
2020		
Singapore	**778,064**	**5,185,950**
China	**11,744**	**168,976**
Malaysia	**144,994**	**367,020**
Others	**7,039**	**214,170**
	941,841	**5,936,116**
2019		
Singapore	744,000	5,057,626
China	20,261	258,341
Malaysia	143,518	460,235
Others	19,178	238,240
	926,957	6,014,442

Excludes deferred tax assets.

Major customers

There are no customers contributing more than 10 percent to the revenue of the Group.

35. ADOPTION OF NEW STANDARDS

The Group has applied the following SFRS(I)s, amendments to and interpretation of SFRS(I) for the first time for the annual period beginning on 1 July 2019.

- SFRS(I) 16 *Leases*
- SFRS(I) INT 23 *Uncertainty over Income Tax Treatments*
- *Long-term Interests in Associates and Joint Ventures* (Amendments to SFRS(I) 1-28)
- *Prepayment Features with Negative Compensation* (Amendments to SFRS(I) 9)
- *Previously Held Interest in a Joint Operation* (Amendments to SFRS(I) 3 and 11)
- *Income Tax Consequences of Payments on Financial Instruments Classified as Equity* (Amendments to SFRS(I) 1-12)
- *Borrowing Costs Eligible for Capitalisation* (Amendments to SFRS(I) 1-23)
- *Plan Amendment, Curtailment or Settlement* (Amendments to SFRS(I) 1-19)

The application of the above standards and interpretations did not have a material effect on the financial statements.

36. NEW STANDARDS AND INTERPRETATIONS NOT YET ADOPTED

A number of new standards and interpretations and amendments to standards are effective for annual periods beginning after 1 July 2020 and earlier application is permitted; however, the Group has not early adopted the new or amended standards and interpretations in preparing these financial statements.

Other Information

MAJOR PROPERTIES

The details of the major properties held by the Group are as follows:-

SINGAPORE	TENURE	STAGE OF COMPLETION	EXPECTED DATE OF COMPLETION	SITE AREA (SQ M)	GROSS FLOOR AREA (SQ M)	GROUP'S EFFECTIVE INTEREST (%)
Integrated Development						
Guoco Tower Comprises a 37-Storey Office Block, 6-Storey of Retail & F&B Space, 181 Residential Units (Wallich Residence) and a Business Hotel (Sofitel Singapore City Centre) Located at 1/3/5/7/9 Wallich Street	99-Year Lease With Effect From 21.02.2011	N/A	Completed	15,023	157,738	80.00
Guoco Midtown Comprises a 30-Storey Office Block, Network Centre, Retail and Community Spaces, and 219 Residential Units (Midtown Bay) Located at Beach Road	99-Year Lease With Effect From 02.01.2018	Structural Works	December 2022	22,202	90,029	70.00
Midtown Modern Comprises a 2-Storey Office Units and 2 Blocks of Residential Units and Community Spaces Located at Tan Quee Lan Street	99-Year Lease With Effect From 10.12.2019	Hoarding Works Completed	*	11,531	48,430	60.00
Commercial Properties						
20 Collyer Quay 24-Storey Office Block^ Located at Singapore 049319	999-Year Lease With Effect From 05.11.1862	N/A	Completed	2,273	23,248	100.00
Reversionary Interests in Freehold Land Located at Lots 99951A, 99952K and 99953N Part of 61 Robinson Road Singapore 068893	#	N/A	Completed	1,405	15,738	100.00
Residential						
Martin Modern Located at Martin Place	99-Year Lease With Effect From 28.09.2016	Architectural and External Works	June 2021	15,936	49,084	100.00
Meyer Mansion Located at Meyer Road	Freehold	Demolition Works	June 2024	7,920	22,175	100.00

MAJOR PROPERTIES (CONT'D)

The details of the major properties held by the Group are as follows:- (cont'd)

THE PEOPLE'S REPUBLIC OF CHINA	TENURE	STAGE OF COMPLETION	EXPECTED DATE OF COMPLETION	SITE AREA (SQ M)	GROSS FLOOR AREA (SQ M)	GROUP'S EFFECTIVE INTEREST (%)
Integrated Development						
Guoco Changfeng City Comprises two 18-Storey Office Towers, two Low-Rise Office Buildings and a Retail, Entertainment and Cultural Centre Located in Putuo District, Shanghai	50-Year Land Use Rights With Effect From 11.12.2005	Works In Progress	April 2022	143,845	195,400	100.00
18T Comprises Residential Units and Commercial Units Located in Yuzhong District, Chongqing	Residential: 50-Year Land Use Rights Till 29.06.2069 Commercial: 40-Year Land Use Rights Till 29.06.2059	Plot 1 & 2: Works In Progress	June 2023	33,097	227,705	75.00
		Plot 3: Planning	*	6,572	36,225	75.00
		Plot 4: Planning	*	9,292	77,150	75.00
Chongqing Central Park Comprises Residential Units and Commercial Units Located in Liangjiang District, Chongqing	Residential: 50-Year Land Use Rights Till 2070	Planning	*	141,958	197,600	75.00

Other Information

MAJOR PROPERTIES (CONT'D)

The details of the major properties held by the Group are as follows:- (cont'd)

MALAYSIA	TENURE	STAGE OF COMPLETION	EXPECTED DATE OF COMPLETION	SITE AREA (SQ M)	GROSS FLOOR AREA (SQ M)	GROUP'S EFFECTIVE INTEREST (%)
Integrated Development						
Damansara City Comprises 2 Condominium Blocks (DC Residensi), a Mall (DC Mall) and a Hotel (Sofitel Kuala Lumpur Damansara) Located at Lot 58303 Bukit Damansara, Kuala Lumpur	Freehold	N/A	Completed	32,450	197,814	68.00
Emerald 9 Comprises Serviced Apartments, a Hotel, Offices and Retail Located at Lot 809 and 810, Cheras Batu 8 ¼ and 8 ½, Jalan Cheras, Daerah Hulu Langat, Selangor	Freehold	Plot 1: Works In Progress Plot 2: Planning	May 2023 *	41,010	287,235	68.00
Commercial Properties						
PJ Corporate Park Located at Lot 13507, Seksyen 32, Bandar Petaling Jaya, Daerah Petaling Selangor	Leasehold Till 12.12.2107	Planning	*	12,974	38,053	68.00
Residential						
Emerald Hills Located at Lot 7585 to 7589, 7597 to 7600 and PT 15231, Mukim Petaling Wilayah Persekutuan, Kuala Lumpur	Freehold	Phase 1: Works In Progress Phase 2: Planning	June 2022 *	191,658	245,980	68.00
Oval Kuala Lumpur Located at Seksyen 63, Bandar & Daerah Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur	Freehold	N/A	Completed	7,080	19,172	68.00
Others						
Vacant Agriculture Land Located at Mukim of Jasin, Melaka Darul Amin	Freehold	Planning	*	12,967,771	12,967,771	46.24

MAJOR PROPERTIES (CONT'D)

The details of the major properties held by the Group are as follows:- (cont'd)

VIETNAM	TENURE	STAGE OF COMPLETION	EXPECTED DATE OF COMPLETION	SITE AREA (SQ M)	GROSS FLOOR AREA (SQ M)	GROUP'S EFFECTIVE INTEREST (%)
Integrated Development						
The Canary Comprises Residential Units and Commercial Units Located in Thuan An District, Binh Duong Province	Residential: 70-Year Land Use Rights Till 22.09.2076 Commercial: 50-Year Land Use Rights Till 22.09.2056	Phases 3 & 4: Planning	Phase 2 Completed	63,226	113,000	100.00

N/A: Not applicable.

^ The Group disposed of its interests in a 50-year lease (with effect from 29 January 1985) in 7 office units and a 99-year lease (with effect from 1 March 1985) in 3 office units to third parties. Accordingly, the Group recognised its reversionary interests in these office units.

The Group disposed of its interests in a 98-year lease (with effect from 19 March 1998) in the freehold land to a third party. Accordingly, the Group recognised its reversionary interests in the freehold land.

* Not available as these developments have not commenced construction or have not been launched yet.

Shareholding Statistics

9 September 2020

NUMBER OF ISSUED SHARES	:	1,183,373,276
CLASS OF SHARES	:	ORDINARY SHARES
VOTING RIGHTS	:	1 VOTE PER SHARE
NUMBER OF TREASURY SHARES HELD	:	NIL
NUMBER OF SUBSIDIARY HOLDINGS HELD	:	NIL

SIZE OF SHAREHOLDINGS	NO. OF SHAREHOLDERS	%	NO. OF SHARES	%
1 - 99	247	4.20	5,600	0.00
100 - 1,000	835	14.22	629,703	0.05
1,001 - 10,000	3,637	61.93	17,129,676	1.45
10,001 - 1,000,000	1,134	19.31	43,816,404	3.70
1,000,001 & ABOVE	20	0.34	1,121,791,893	94.80
TOTAL	5,873	100.00	1,183,373,276	100.00

TWENTY LARGEST SHAREHOLDERS

NO.	NAME	NO. OF SHARES	%
1.	GUOCOLAND ASSETS PTE. LTD.	790,570,834	66.81
2.	RAFFLES NOMINEES (PTE) LIMITED	114,747,797	9.70
3.	CITIBANK NOMINEES SINGAPORE PTE LTD	36,726,119	3.10
4.	KWEK LENG HAI	35,290,914	2.98
5.	DBS NOMINEES PTE LTD	26,884,394	2.27
6.	CITIGROUP GM SINGAPORE SECURITIES PTE. LTD.	26,726,094	2.26
7.	CGS-CIMB SECURITIES (SINGAPORE) PTE LTD	23,518,995	1.99
8.	KGI SECURITIES (SINGAPORE) PTE. LTD	20,204,390	1.71
9.	HSBC (SINGAPORE) NOMINEES PTE LTD	16,193,498	1.37
10.	UOB KAY HIAN PTE LTD	5,299,464	0.45
11.	LIM AND TAN SECURITIES PTE LTD	4,265,333	0.36
12.	DBS VICKERS SECURITIES (SINGAPORE) PTE LTD	3,546,800	0.30
13.	MAYBANK KIM ENG SECURITIES PTE. LTD	3,307,256	0.28
14.	UNITED OVERSEAS BANK NOMINEES PTE LTD	3,054,646	0.26
15.	OCBC SECURITIES PRIVATE LTD	2,854,862	0.24
16.	DBSN SERVICES PTE LTD	2,426,388	0.20
17.	LEE YUEN SHIH	1,779,000	0.15
18.	TAN KAH BOH ROBERT@ TAN KAH BOO	1,550,000	0.13
19.	OCBC NOMINEES SINGAPORE PTE LTD	1,497,609	0.13
20.	ANG JWEE HERNG	1,347,500	0.11
	TOTAL	1,121,791,893	94.80

SHAREHOLDING IN THE HANDS OF THE PUBLIC

The percentage of shareholding in the hands of the public was approximately 18.84% of the total number of the issued and fully paid-up ordinary shares of the Company. Accordingly, Rules 723 and 1207(9)(e) of the SGX-ST Listing Manual have been complied with.

SUBSTANTIAL SHAREHOLDERS AS SHOWN IN THE REGISTER OF SUBSTANTIAL SHAREHOLDERS AS AT 9 SEPTEMBER 2020

SUBSTANTIAL SHAREHOLDERS	DIRECT INTEREST NO. OF SHARES	DEEMED INTEREST NO. OF SHARES
1. GuocoLand Assets Pte. Ltd.	790,507,734	-
2. Fairbury Pte. Ltd.[1]	73,604,933	-
3. Guoco Group Limited	-	790,507,734[2]
4. GuoLine Overseas Limited	-	790,507,734[2]
5. GuoLine Capital Assets Limited	-	822,969,052[3]
6. Hong Leong Company (Malaysia) Berhad	-	824,368,452[4]
7. HL Holdings Sdn Bhd	-	824,368,452[4]
8. Hong Leong Investment Holdings Pte. Ltd.	-	824,368,452[4]
9. Quek Leng Chan	13,333,333	837,848,838[5]

1 Trust established in respect of the Company's share scheme for its executives.
2 Deemed interest arising through GuocoLand Assets Pte. Ltd. by virtue of the operation of Section 7 of the Companies Act, Cap 50.
3 Deemed interest arising through GuocoLand Assets Pte. Ltd. and a company in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Cap 50.
4 Deemed interest arising through GuocoLand Assets Pte. Ltd. and 2 companies in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Cap 50.
5 Deemed interest arising through GuocoLand Assets Pte. Ltd. and 3 companies in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Cap 50.

INTERESTED PERSON TRANSACTIONS

The Audit and Risk Committee reviewed interested person transactions entered into by the Group during the financial year ended 30 June 2020. The aggregate value of interested person transactions entered into during the financial year is as follows:

Name of interested person	Aggregate value of all interested person transactions during the financial year under review (excluding transactions less than S$100,000 and transactions conducted under shareholders' mandate pursuant to Rule 920 of the SGX-ST Listing Manual	Aggregate value of all interested person transactions conducted under shareholders' mandate pursuant to Rule 920 of the SGX-ST Listing Manual (excluding transactions less than S$100,000)
Hong Leong Group Malaysia	S$12,775,000	N.A.[3]
Guoco Group	S$56,706,000[1]	N.A.[3]
Singapore Hong Leong Group	S$483,075,000[2]	N.A.[3]
Mr Kwek Kon Yew (Guo Gongyou) acting in the capacity as trustee for Ms Kwek Li-Ern Elizabeth. Sale of 1 unit of the Group's residential development, Midtown Bay to Mr Kwek/Ms Kwek, relative of Directors of the Company.	S$1,298,000	N.A.

1 Include a sum of S$47.3 million being the aggregate value of joint venture with GuocoLand Assets Pte. Ltd. which falls within the exemption stipulated under SGX-ST Listing Manual Rule 916.
2 Include a sum of S$395.5 million being the aggregate value of joint ventures with Hong Leong Holdings (China) Pte. Ltd., Intrepid Investments Pte. Ltd. and Hong Realty Pte. Ltd. which falls within the exemption stipulated under SGX-ST Listing Manual Rule 916.
3 The Company does not have a general mandate from shareholders pursuant to Rule 920 of the SGX-ST Listing Manual.

AUDITED FINANCIAL STATEMENTS OF GUOCOLAND LIMITED AND ITS SUBSIDIARIES FOR THE FINANCIAL YEAR ENDED 30 JUNE 2021

The information in this Appendix III has been reproduced from the audited financial statements of the Group for the financial year ended 30 June 2021 and has not been specifically prepared for inclusion in this Information Memorandum.

Independent Auditors' Report

Members of the Company
GuocoLand Limited

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Opinion

We have audited the financial statements of GuocoLand Limited (the "Company") and its subsidiaries (the "Group"), which comprise the statements of financial position of the Group and the Company as at 30 June 2021, the statement of profit or loss, statement of comprehensive income, statement of changes in equity and statement of cash flows of the Group for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information, as set out on pages 56 to 151.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position of the Company are properly drawn up in accordance with the provisions of the Companies Act, Chapter 50 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)s") so as to give a true and fair view of the financial position of the Group and the Company as at 30 June 2021 and the financial performance, changes in equity and cash flows of the Group for the year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the "*Auditors' responsibilities for the audit of the financial statements*" section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Independent Auditors' Report

Members of the Company
GuocoLand Limited

Valuation of investment properties ($5.0 billion)
(Refer to Note 5 to the financial statements)

Risk

The Group owns a portfolio of investment properties in Singapore, Malaysia and China. Investment properties represent the single largest asset category on the consolidated statement of financial position.

The investment properties are stated at their fair values based on independent external valuations. The valuation process involves significant judgement in determining the appropriate valuation methodology to be used, and in estimating the underlying assumptions to be applied. The valuations are sensitive to key assumptions applied, including those relating to capitalisation rate, gross development value and comparable sales price, such that a small change in assumptions could have a significant impact to the valuation.

The independent valuation reports have highlighted estimation uncertainty arising from the COVID-19 outbreak. Consequently, a higher degree of caution should be exercised when relying on the valuation. The valuations are based on the information available as at the date of valuations. Values could change significantly and unexpectedly over a short period of time.

Our response

We evaluated the competence and objectivity of the external valuers and held discussions with the valuers to understand the valuation methods and assumptions used.

We considered the valuation methodologies used against those applied by other valuers for similar property types. We assessed the reasonableness of the rental information used in the valuations by comparing to supporting leases and externally available industry data. We also assessed the reasonableness of the key assumptions, which included capitalisation rate, gross development value and comparable sales price used in the valuations by comparing them to available industry data, taking into consideration relevant market factors and conditions.

We also considered industry research reports and the impact of COVID-19 when assessing the assumptions applied in the valuations.

We assessed whether the disclosures in the financial statements appropriately described the judgements and uncertainties inherent in the valuations.

Our findings

The valuers are members of recognised professional bodies for valuers and have considered their own independence in carrying out their work.

The valuation methodologies adopted by the valuers are in line with generally accepted market practices and the key assumptions used are within the range of available market data for comparable properties, taking into consideration relevant market conditions. We found the disclosures in the financial statements to be appropriate in their description of the inherent judgement, estimation and uncertainties involved.

Valuation of development properties ($3.6 billion)
(Refer to Note 9 to the financial statements)

Risk

The Group's development properties comprise mainly residential properties in Singapore, Malaysia and China. Development properties are stated at the lower of cost and the estimated net realisable value ("NRV").

The determination of the estimated NRV is largely dependent on the forecast selling price for the property. The uncertain economic outlook and market sentiments might exert downward pressure on property prices or increase construction costs to complete. There is therefore a risk that the carrying value of development properties exceeds future selling price, resulting in unforeseen losses when the properties are eventually sold.

Our response

We assessed the reasonableness of the forecast selling prices by considering recent transacted sales prices of the same project and for comparable properties as well as market research reports.

We also performed sensitivity analysis for selling price decline and/or construction cost escalation to assess the risk of unforeseen losses.

Our findings

In making its estimates of the forecast selling prices, which is used in determining the NRV, the Group takes into account the macroeconomic and real estate price trend for the markets in which the properties are located. We found the Group's forecast selling prices to be within the range of observable selling prices in the market.

Other information

Management is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have not obtained any other information prior to the date of this auditors' report except for the Directors' Statement. The remaining other information is expected to be made available to us after that date.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information that we obtained prior to the date of this auditors' report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the remaining other information, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with SSAs.

Independent Auditors' Report

Members of the Company
GuocoLand Limited

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In our opinion, the accounting and other records required by the Act to be kept by the Company and by those subsidiary corporations incorporated in Singapore of which we are the auditors have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditors' report is Lee Sze Yeng.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
15 September 2021

Statements of Financial Position

As at 30 June 2021

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000	Company 30 June 2021 $'000	Company 30 June 2020 $'000
Non-current assets					
Property, plant and equipment and right-of-use assets	4	**479,055**	488,538	**-**	-
Investment properties	5	**4,974,546**	4,917,019	**-**	-
Subsidiaries	6	**-**	-	**2,083,461**	2,135,935
Associates and joint ventures	7	**517,892**	529,648	**-**	-
Other receivables, including derivatives	10	**-**	911	**-**	-
Deferred tax assets	8	**36,143**	24,250	**-**	-
		6,007,636	5,960,366	**2,083,461**	2,135,935
Current assets					
Inventories	9	**3,550,906**	3,922,646	**-**	-
Contract assets	20	**498,422**	40,755	**-**	-
Trade and other receivables, including derivatives	10	**108,473**	202,044	**5**	1
Cash and cash equivalents	12	**1,129,289**	933,892	**126**	167
Assets of disposal group and assets held for sale	13, 34	**20,856**	78,852	**-**	-
		5,307,946	5,178,189	**131**	168
Total assets		**11,315,582**	11,138,555	**2,083,592**	2,136,103
Equity					
Share capital	14	**1,926,053**	1,926,053	**1,926,053**	1,926,053
Reserves	15	**2,074,171**	1,925,371	**155,529**	178,665
Equity attributable to ordinary equity holders of the Company		**4,000,224**	3,851,424	**2,081,582**	2,104,718
Perpetual securities	16	**407,060**	406,492	**-**	-
Non-controlling interests	6	**537,176**	503,434	**-**	-
Total equity		**4,944,460**	4,761,350	**2,081,582**	2,104,718
Non-current liabilities					
Other payables, including derivatives	19	**729,168**	746,779	**1,001**	30,352
Loans and borrowings	17	**4,164,867**	4,541,806	**-**	-
Deferred tax liabilities	8	**34,632**	37,517	**-**	-
		4,928,667	5,326,102	**1,001**	30,352
Current liabilities					
Trade and other payables, including derivatives	18	**371,076**	247,114	**1,009**	1,033
Contract liabilities	20	**97,472**	20,173	**-**	-
Loans and borrowings	17	**947,366**	723,443	**-**	-
Current tax liabilities		**24,011**	60,373	**-**	-
Liabilities of disposal group held for sale	34	**2,530**	-	**-**	-
		1,442,455	1,051,103	**1,009**	1,033
Total liabilities		**6,371,122**	6,377,205	**2,010**	31,385
Total equity and liabilities		**11,315,582**	11,138,555	**2,083,592**	2,136,103

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Profit or Loss

For the year ended 30 June 2021

	Note	2021 $'000	Re-presented* 2020 $'000
Continuing operations			
Revenue	20	**853,734**	934,802
Cost of sales		**(585,291)**	(635,511)
Gross profit		**268,443**	299,291
Other income	21	**138,936**	160,513
Administrative expenses		**(75,063)**	(87,913)
Other expenses	22	**(9,475)**	(128,453)
Finance costs	23	**(95,670)**	(108,282)
Share of profit of associates and joint ventures (net of tax)	7	**12,704**	20,922
Profit before tax	24	**239,875**	156,078
Tax expense	25	**(37,762)**	(66,677)
Profit from continuing operations		**202,113**	89,401
Discontinued operations			
(Loss)/Profit from discontinued operations (net of tax)	34	**(2,585)**	645
Profit for the year		**199,528**	90,046
Profit attributable to:			
Equity holders of the Company		**169,106**	114,069
Non-controlling interests		**30,422**	(24,023)
Profit for the year		**199,528**	90,046
Earnings per share (cents)	26		
Basic / Diluted		**13.52**	8.57

* See note 34. The comparative information has been re-presented due to discontinued operation.

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Comprehensive Income

For the year ended 30 June 2021

	2021 $'000	2020 $'000
Profit for the year	**199,528**	90,046
Other comprehensive income		
Items that are or may be reclassified subsequently to profit or loss:-		
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	**88,296**	6,670
Translation differences of subsidiaries reclassified to profit or loss upon disposal	**(815)**	(49)
Effective portion of changes in fair value of cash flow hedges	**(5,097)**	607
Effective portion of changes in fair value of net investment hedges	**(15,031)**	(1,652)
Net change in fair value of cash flow hedges reclassified to profit or loss	**13,491**	-
Total other comprehensive income for the year, net of tax	**80,844**	5,576
Total comprehensive income for the year, net of tax	**280,372**	95,622
Attributable to:		
Equity holders of the Company	**240,824**	119,966
Non-controlling interests	**39,548**	(24,344)
Total comprehensive income for the year, net of tax	**280,372**	95,622

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Changes in Equity

For the year ended 30 June 2021

	← Attributable to ordinary equity holders of the Company →						
	Share Capital $'000	Other Reserves $'000	Accumulated Profits $'000	Total Ordinary Equity $'000	Perpetual Securities $'000	Non-Controlling Interests $'000	Total Equity $'000
At 1 July 2020	1,926,053	(222,016)	2,147,387	3,851,424	406,492	503,434	4,761,350
Total comprehensive income for the year							
Profit for the year	-	-	169,106	169,106	-	30,422	199,528
Other comprehensive income							
Items that are or may be reclassified subsequently to profit or loss:-							
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	79,170	-	79,170	-	9,126	88,296
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	(815)	-	(815)	-	-	(815)
Effective portion of changes in fair value of cash flow hedges	-	(5,097)	-	(5,097)	-	-	(5,097)
Effective portion of changes in fair value of net investment hedges	-	(15,031)	-	(15,031)	-	-	(15,031)
Net change in fair value of cash flow hedges reclassified to profit or loss	-	13,491	-	13,491	-	-	13,491
Total other comprehensive income, net of tax	-	71,718	-	71,718	-	9,126	80,844
Total comprehensive income for the year, net of tax	-	71,718	169,106	240,824	-	39,548	280,372
Transactions with equity holders, recorded directly in equity							
Contributions by and distributions to equity holders							
Accrued distribution for perpetual securities	-	-	(19,019)	(19,019)	19,019	-	-
Distribution payment for perpetual securities	-	-	-	-	(18,451)	-	(18,451)
Write-back of share-based payments	-	(6,419)	-	(6,419)	-	-	(6,419)
Dividends (note 28)	-	-	(66,586)	(66,586)	-	(17,682)	(84,268)
Capitalisation of shareholder's loan from non-controlling interests (note 6)	-	-	-	-	-	25,376	25,376
Capital reduction of a subsidiary with non-controlling interests (note 6)	-	-	-	-	-	(15,500)	(15,500)
Capital contributions from non-controlling interests of a subsidiary	-	-	-	-	-	2,000	2,000
Total contributions by and distributions to equity holders	-	(6,419)	(85,605)	(92,024)	568	(5,806)	(97,262)
Total transactions with equity holders	-	(6,419)	(85,605)	(92,024)	568	(5,806)	(97,262)
At 30 June 2021	1,926,053	(156,717)	2,230,888	4,000,224	407,060	537,176	4,944,460

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Changes in Equity

For the year ended 30 June 2021

	Share Capital $'000	Other Reserves $'000	Accumulated Profits $'000	Total Ordinary Equity $'000	Perpetual Securities $'000	Non-Controlling Interests $'000	Total Equity $'000
	← Attributable to ordinary equity holders of the Company			→			
At 1 July 2019	1,926,053	(230,300)	2,129,945	3,825,698	405,949	410,866	4,642,513
Total comprehensive income for the year							
Profit for the year	-	-	114,069	114,069	-	(24,023)	90,046
Other comprehensive income							
Items that are or may be reclassified subsequently to profit or loss:-							
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	6,483	-	6,483	-	187	6,670
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	459	-	459	-	(508)	(49)
Effective portion of changes in fair value of cash flow hedges	-	607	-	607	-	-	607
Effective portion of changes in fair value of net investment hedges	-	(1,652)	-	(1,652)	-	-	(1,652)
Total other comprehensive income, net of tax	-	5,897	-	5,897	-	(321)	5,576
Total comprehensive income for the year, net of tax	-	5,897	114,069	119,966	-	(24,344)	95,622
Transactions with equity holders, recorded directly in equity							
Contributions by and distributions to equity holders							
Accrued distribution for perpetual securities	-	-	(18,943)	(18,943)	18,943	-	-
Distribution payment for perpetual securities	-	-	-	-	(18,400)	-	(18,400)
Dividends (note 28)	-	-	(77,684)	(77,684)	-	(1,492)	(79,176)
Capitalisation of shareholder's loan from non-controlling interests	-	-	-	-	-	50,000	50,000
Capital contributions from non-controlling interests of a subsidiary	-	-	-	-	-	68,404	68,404
Share-based payments	-	2,387	-	2,387	-	-	2,387
Total contributions by and distributions to equity holders	-	2,387	(96,627)	(94,240)	543	116,912	23,215
Total transactions with equity holders	-	2,387	(96,627)	(94,240)	543	116,912	23,215
At 30 June 2020	1,926,053	(222,016)	2,147,387	3,851,424	406,492	503,434	4,761,350

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the year ended 30 June 2021

	Note	2021 $'000	2020 $'000
Cash flows from operating activities			
Profit for the year		**199,528**	90,046
Adjustments for:-			
Allowance for foreseeable loss on development properties		**1,382**	4,725
(Reversal)/Allowance for credit loss on trade and other receivables		**(134)**	223
Depreciation of property, plant and equipment and right-of-use assets	4	**15,730**	17,224
Finance costs		**95,670**	108,282
Gain on disposal of interests in a subsidiary	30	**(1,411)**	(2,798)
Gain on disposal of investment properties		**(295)**	-
Gain on disposal of property, plant and equipment		**(14)**	(126,157)
Impairment loss on investment in a joint venture		**-**	47,000
Interest income		**(17,191)**	(18,119)
Net fair value (gain)/loss on derivative financial instruments		**(34,594)**	65,475
Net fair value (gain)/loss from investment properties		**(71,521)**	8,275
Share of profit of associates and joint ventures (net of tax)		**(12,704)**	(20,922)
Write off of property, plant and equipment		**842**	-
(Write-back)/Share-based payments		**(6,419)**	2,387
Unrealised exchange loss/(gain)		**6,535**	(982)
Tax expense		**37,246**	68,652
		212,650	243,311
Changes in:-			
Inventories		**26,272**	(891,273)
Contract assets		**(2,266)**	(5,886)
Trade and other receivables		**104,630**	(82,651)
Trade and other payables		**46,275**	40,889
Contract liabilities		**81,199**	(965)
Balances with holding companies and related corporations		**10,508**	(8,616)
Cash from/(used in) operating activities		**479,268**	(705,191)
Tax paid		**(91,111)**	(26,677)
Net cash from/(used in) operating activities		**388,157**	(731,868)
Cash flows from investing activities			
Additions to investment properties		**(45,211)**	(81,466)
Additions to property, plant and equipment		**(3,276)**	(2,452)
Balances with associates and joint ventures		**(340)**	(3,669)
Dividends received from associates and joint ventures		**18,526**	29,268
Increase in share capital of subsidiaries with non-controlling interests		**2,000**	68,404
Interest received		**13,288**	13,102
Proceeds from disposal of interests in a subsidiary	30	**596**	-
Capital reduction of a joint venture	7	**32,462**	-
Proceeds from disposal of investment properties		**195,224**	-
Proceeds from disposal of property, plant and equipment		**114**	214,777
Net cash from investing activities		**213,383**	237,964

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

For the year ended 30 June 2021

	Note	2021 $'000	2020 $'000
Cash flows from financing activities			
Capital reduction of a subsidiary with non-controlling interests		**(15,500)**	-
Dividends paid	28	**(66,586)**	(77,684)
Dividends paid to non-controlling interests	6	**(17,682)**	(1,492)
Distribution payment for perpetual securities		**(18,451)**	(18,400)
Decrease in fixed deposits pledged		**5,335**	3,680
Interest paid		**(146,503)**	(167,877)
Payment for lease liabilities		**(729)**	-
Proceeds from loans and borrowings		**988,775**	1,573,287
(Repayment)/Proceeds from loans from non-controlling interests		**(18,275)**	98,973
Repayment of loans and borrowings		**(1,133,329)**	(805,257)
Net cash (used in)/from financing activities		**(422,945)**	605,230
Net increase in cash and cash equivalents		**178,595**	111,326
Cash and cash equivalents at beginning of the year		**922,693**	808,874
Exchange differences on translation of balances held in foreign currencies		**21,889**	2,493
Cash and cash equivalents at end of the year	12	**1,123,177**	922,693

Significant non-cash transaction:

During the year, a subsidiary capitalised shareholder loan from non-controlling interests of $25.4 million (2020: $50.0 million) through the issuance of shares by the subsidiary to the non-controlling interests.

The accompanying notes form an integral part of these financial statements.

Notes to the Financial Statements

For the year ended 30 June 2021

The financial statements were authorised for issue by the Board of Directors on 15 September 2021.

1. DOMICILE AND ACTIVITIES

GuocoLand Limited (the "Company") is incorporated in Singapore. The address of the Company's registered office is 1 Wallich Street #31-01 Guoco Tower, Singapore 078881.

The financial statements of the Group as at and for the year ended 30 June 2021 comprise the Company and its subsidiaries (together referred to as the "Group" and individually as "Group entities") and the Group's interests in associates and joint ventures.

The principal activity of the Company is that of an investment holding company. The principal activities of the Group are those relating to:-

- investment holding;
- property development and investment;
- hotel operations; and
- provision of management, property management, marketing and maintenance services.

The immediate holding company is GuocoLand Assets Pte. Ltd., incorporated in the Republic of Singapore. The intermediate holding company is Guoco Group Limited, incorporated in Bermuda. During the year, the ultimate holding company was changed from Hong Leong Company (Malaysia) Berhad, incorporated in Malaysia to GuoLine Capital Assets Limited, incorporated in Jersey Channel Islands.

2. BASIS OF PREPARATION

a. Statement of Compliance

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) (SFRS(I)).

b. Basis of Measurement

The financial statements have been prepared on the historical cost basis except as otherwise described below.

c. Functional and Presentation Currency

These financial statements are presented in Singapore dollars, which is the Company's functional currency. All financial information presented in Singapore dollars have been rounded to the nearest thousand, unless otherwise stated.

Notes to the Financial Statements

For the year ended 30 June 2021

2. BASIS OF PREPARATION (CONT'D)

d. Use of Estimates and Judgements

The preparation of the financial statements in conformity with SFRS(I)s requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next financial year are included in the following notes:-

Note 5 – determination of fair value of investment properties
Note 7 – impairment assessment of investment in associates and joint ventures
Note 9 – estimation of the percentage of completion relating to revenue and costs recognised on development properties and allowance for foreseeable losses on development properties

e. Measurement of Fair Values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established control framework with respect to the measurement of fair values. All valuations are reviewed by the Group's Chief Financial Officer ("CFO"), who has overall responsibility for all significant fair value measurements, including Level 3 fair values.

The CFO reviews significant unobservable inputs and valuation adjustments. If third party information, such as property valuers, broker quotes or pricing services, is used to measure fair value, then the finance team assesses the evidence obtained from the third party to support the conclusion that such valuations meet the requirements of SFRS(I), including the level in the fair value hierarchy which the resulting fair value estimate should be classified.

When measuring the fair value of an asset or liability, the Group uses observable market data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:-

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

2. BASIS OF PREPARATION (CONT'D)

e. Measurement of Fair Values (cont'd)

The Group recognised transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:-

Note 5 – Investment properties
Note 31 – Financial instruments

3. SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements and have been applied consistently by Group entities.

a. Basis of Consolidation

(i) Business combinations

The Group accounts for business combinations using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether or not the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce output.

The Group has an option to apply a 'concentration test' that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

The Group measures goodwill at the date of acquisition as:-

- the fair value of the consideration transferred; plus
- the recognised amount of any NCI in the recognised; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the recognised,

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed. Any goodwill that arises is tested annually for impairment.

When the excess is negative, a bargain purchase gain is recognised immediately in profit or loss.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in profit or loss.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(i) Business combinations (cont'd)

Any contingent consideration payable is recognised at fair value at the date of acquisition and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is classified as equity, it is not remeasured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in profit or loss.

When share-based payment awards (replacement awards) are exchanged for awards held by the recognise's employees (recognise's awards) and relate to past services, then all or a portion of the amount of the acquirer's replacement awards is included in measuring the consideration transferred in the business combination. This determination is based on the market-based value of the replacement awards compared with the market-based value of the recognise's awards and the extent to which the replacement awards relate to past and/or future service.

NCI that are present ownership interests and entitle their holders to a proportionate share of the recognise's net assets in the event of liquidation are measured either at fair value or at the NCI's proportionate share of the recognised amounts of the recognise's identifiable net assets, at the date of acquisition. The measurement basis taken is elected on a transaction-by-transaction basis. All other NCI are measured at acquisition-date fair value, unless another measurement basis is required by SFRS(I)s.

Costs related to the acquisition, other than those associated with the issue of debt or equity investments, that the Group incurs in connection with a business combination are expensed as incurred.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or loss. Adjustments to NCI arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(iii) Acquisitions from entities under common control

Business combinations arising from transfers of interests in entities that are under the control of the shareholder that controls the Group are accounted for as if the acquisition had occurred at the beginning of the earliest comparative year presented or, if later, at the date that common control was established. The assets and liabilities acquired are recognised at the carrying amounts recognised previously in the Group controlling shareholder's consolidated financial statements. The components of equity of the acquired entities are added to the same components within Group equity and any gain/loss arising is recognised directly in equity.

(iv) Loss of control

Upon the loss of control, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising on the loss of control is recognised in profit or loss. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost.

(v) Investments in associates and joint ventures (equity accounted investees)

Associates are those entities in which the Group has significant influence, but not control or joint control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity. A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Investments in associates and joint ventures are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the profit or loss and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group's share of losses exceeds its interest in an equity-accounted investee, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

(vi) Joint operations

A joint operation is an arrangement in which the Group has joint control whereby the Group has rights to the assets, and obligations for the liabilities, relating to an arrangement. The Group accounts for each of its assets, liabilities and transactions, including its share of those held or incurred jointly, in relation to the joint operation.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

a. Basis of Consolidation (cont'd)

(vii) Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements. Unrealised gains arising from transactions with equity accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

(viii) Subsidiaries, associates and joint ventures in the separate financial statements

Investments in subsidiaries, associates and joint ventures are stated in the Company's statement of financial position at cost less accumulated impairment losses.

(ix) Trust for Executive Share Scheme

The Company has established a separate trust for its Executive Share Schemes. The assets and liabilities of the trust are accounted for as assets and liabilities of the Company.

b. Foreign Currency

(i) Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date that the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction. Foreign currency differences arising on translation are recognised in profit or loss, except for the following differences which are recognised in other comprehensive income arising on the translation of:-

- a financial liability designated as a hedge of the net investment in a foreign operation to the extent that the hedge is effective; or
- qualifying cash flow hedges to the extent the hedge is effective.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

b. Foreign Currency (cont'd)

(ii) Foreign operations

The assets and liabilities of foreign operations are translated to Singapore dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to Singapore dollars at exchange rates at the dates of the transactions. Goodwill and fair value adjustments arising on the acquisition of a foreign operation are treated as assets and liabilities of the foreign operation and are translated at the exchange rates at the reporting date.

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve (translation reserve) in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the translation reserve related to that foreign operation is reclassified to profit or loss as part of the gain or loss on disposal. When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests. When the Group disposes of only part of its investment in an associate or joint venture that includes a foreign operation while retaining significant influence or joint control, the relevant proportion of the cumulative amount is reclassified to profit or loss.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely to occur in the foreseeable future, foreign exchange gains and losses arising from such a monetary item that are considered to form part of a net investment in a foreign operation are recognised in other comprehensive income and are presented in the translation reserve in equity.

(iii) Hedge of a net investment in foreign operation

The Group applies hedge accounting to foreign currency differences arising between the functional currency of the foreign operation and the Company's functional currency (Singapore dollars), regardless of whether the net investment is held directly or through an intermediate parent.

Foreign currency differences arising on the translation of a financial liability designated as a hedge of a net investment in a foreign operation are recognised in OCI to the extent that the hedge is effective, and are presented within equity in the foreign currency translation reserve. To the extent that the hedge is ineffective, such differences are recognised in profit or loss. When the hedged net investment is disposed of, the relevant amount in the foreign currency translation reserve is transferred to profit or loss as part of the gain or loss on disposal.

c. Property, Plant and Equipment

(i) Recognition and measurement

Items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

c. Property, Plant and Equipment (cont'd)

(i) Recognition and measurement (cont'd)

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes:-

- the cost of materials and direct labour;
- any other costs directly attributable to bringing the assets to a working condition for their intended use;
- when the Group has an obligation to remove the asset or restore the site, an estimate of the costs of dismantling and removing the items and restoring the site on which they are located; and
- capitalised borrowing costs.

Purchased software that is integral to the functionality of the related equipment is capitalised as part of that equipment.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

The gain or loss on disposal of an item of property, plant and equipment (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

(ii) Subsequent costs

The cost of replacing a component of an item of property, plant and equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the component will flow to the Group, and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in profit or loss as incurred.

(iii) Depreciation

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of that asset, that component is depreciated separately.

Depreciation is recognised as an expense in profit or loss on a straight-line basis over the estimated useful lives of each component of an item of property, plant and equipment, unless it is included in the carrying amount of another asset. Leased assets are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Group will obtain ownership by the end of the lease term. Freehold land is not depreciated.

Assets under construction are stated at cost and are not depreciated.

Depreciation is recognised from the date that the property, plant and equipment are installed and are ready for use, or in respect of internally constructed assets, from the date that the asset is completed and ready for use.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

c. Property, Plant and Equipment (cont'd)

(iii) Depreciation (cont'd)

The estimated useful lives for the current and comparative years are as follows:-

Freehold buildings	50 years
Leasehold land	Remaining lease period
Leasehold buildings	Remaining lease period or 50 years
Furniture and fittings and other equipment	2 – 20 years
Motor vehicles	5 years

Depreciation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

d. Investment Property

Investment property is property held either to earn rental income or for capital appreciation or for both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Investment property is measured at cost on initial recognition and subsequently at fair value with any change therein recognised in profit or loss.

Cost includes expenditure that is directly attributable to the acquisition of the investment property. The cost of self-constructed investment property includes the cost of materials and direct labour, any other costs directly attributable to bringing the investment property to a working condition for its intended use and capitalised borrowing costs.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

When the use of a property changes such that it is reclassified as property, plant and equipment, its fair value at the date of reclassification becomes its cost for subsequent accounting.

Property that is being constructed for future use as investment property is accounted for at fair value.

e. Financial Instruments

(i) Non-derivative financial assets

Classification and measurement

The Group classifies its financial assets in the following measurement categories:-

- Amortised cost;
- Fair value through other comprehensive income (FVOCI); and
- Fair value through profit or loss (FVTPL).

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(i) Non-derivative financial assets (cont'd)

Classification and measurement (cont'd)

The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies financial assets when and only when its business model for managing those assets changes.

At initial recognition

A financial asset is recognised if the Group becomes a party to the contractual provisions of the financial asset.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

At subsequent measurement

- ***Financial assets at amortised cost***

  Financial assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in interest income using the effective interest rate method.

- ***Financial assets at FVOCI***

  The Group has elected to recognise changes in fair value of equity securities not held for trading in OCI if these are strategic investments and the Group considers this to be more relevant. Movements in fair values of equity investments classified as FVOCI are presented as "fair value gains/losses" in OCI. Dividends from equity investments are recognised in profit or loss as dividend income. On disposal of an equity investment, any difference between the carrying amount and sales proceed amount would be recognised in other comprehensive income and transferred to retained profits along with the amount previously recognised in OCI relating to that asset.

- ***Financial assets at FVTPL***

  Financial assets that are held for trading as well as those that do not meet the criteria for classification as amortised cost or FVOCI are classified as FVTPL. Movement in fair values and interest income is recognised in profit or loss in the period in which it arises and presented in "other operating income".

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(ii) Non-derivative financial liabilities

The Group initially recognises debt securities issued and subordinated liabilities on the date that they are originated. All other financial liabilities are recognised initially on the trade date, which is the date that the Group becomes a party to the contractual provisions of the instrument.

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expired.

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

The Group classifies non-derivative financial liabilities into the other financial liabilities category. Such financial liabilities are initially measured at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these financial liabilities are measured at amortised cost using the effective interest method.

Other financial liabilities comprise trade and other payables and loans and borrowings.

(iii) Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effects.

Where share capital recognised as equity is repurchased (treasury shares), the amount of the consideration paid, which includes directly attributable costs, net of any tax effects, is recognised as a deduction from equity. Repurchased shares are classified as treasury shares and are presented in the reserve for own share account. Where treasury shares are sold or reissued subsequently, the amount received is recognised as an increase in equity, and the resulting surplus or deficit on the transaction is presented in non-distributable capital reserve.

(iv) Perpetual securities

The perpetual securities do not have a maturity date and coupon payment is optional at the discretion of the Group. As the Group does not have a contractual obligation to repay the principal nor make any distributions, perpetual securities are classified as equity.

Any distributions made are treated as dividends and directly debited from equity. Incremental costs directly attributable to the issue of the perpetual securities are deducted against the proceeds from the issue.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) Derivative financial instruments and hedge accounting

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and the economic characteristics and risks of the host contract and the embedded derivative are not closely related, a separate instrument with the same terms as the embedded derivative would meet the definition of a derivative, and the combined instrument is not measured at fair value through profit or loss. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged. The Group designates each hedge as either: (a) fair value hedge; (b) cash flow hedge; or (c) net investment hedge.

On initial designation of the derivative as the hedging instrument, the Group formally documents the economic relationship between the hedging instrument and hedged item, including the risk management objectives and strategy in undertaking the hedge transaction and the hedged risk, together with the methods that will be used to assess the effectiveness of the hedging relationship. The Group makes an assessment, both at the inception of the hedge relationship as well as on an ongoing basis, of whether the hedging instruments are expected to be highly effective in offsetting the changes in the fair value or cash flows of the respective hedged items attributable to the hedged risk. For a cash flow hedge of a forecast transaction, the transaction should be highly probable to occur and should present an exposure to variations in cash flows that could ultimately affect reported profit or loss.

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in the profit or loss when incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are accounted for as described below.

Cash flow hedges

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and interest rates.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in OCI and accumulated in the hedging reserve. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in profit or loss.

Where the hedged forecast transaction subsequently results in the recognition of a non-financial item, such as inventory, the amounts recognised as OCI is included in the initial cost of the non-financial item.

If the hedge no longer meets the criteria for hedge accounting or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. When hedge accounting for cash flow hedges is discontinued, the amount that has been accumulated in the hedging reserve remains in equity until, for a hedge of a transaction resulting in recognition of a non-financial item, it is included in the non-financial item's cost on its initial recognition or, for other cash flow hedges, it is reclassified to profit or loss in the same period or periods as the hedged expected future cash flows affect profit or loss.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) Derivative financial instruments and hedge accounting (cont'd)

Fair value hedges

The firm commitment of contracts entered into with various customers denominated in foreign currencies are designated as the hedged item. The Group uses foreign currency forwards to hedge its exposure to foreign currency risk arising from these contracts. Under the Group's policy, the critical terms of the forward exchange contracts must align with the hedged items. The Group designates the spot component of forward contracts as the hedging instrument. The fair value changes on the hedged item resulting from currency risk are recognised in profit or loss. The fair value changes on the spot of the currency forwards designated as fair value hedges are recognised in profit or loss within the same line item as the fair value changes from the hedged item. The fair value changes on the ineffective portion of currency forwards are recognised in profit or loss and presented separately in "other operating income or expenses".

Net investment hedge

The Group designates certain derivatives and non-derivative financial liabilities as hedges of foreign exchange risk on a net investment in a foreign operation.

When a derivative instrument or a non-derivative financial liability is designated as the hedging instrument in a hedge of a net investment in a foreign operation, the effective portion of, for a derivative, changes in the fair value of the hedging instrument or, for a non-derivative, foreign exchange gains and losses is recognised in OCI and presented in the translation reserve within equity. Any ineffective portion of the changes in the fair value of the derivative or foreign exchange gains and losses on the non-derivative is recognised immediately in profit or loss. The amount recognised in OCI is reclassified to profit or loss on disposal of the foreign operation.

Separable embedded derivatives

Changes in the fair value of separated embedded derivatives are recognised immediately in the profit or loss.

Other non-trading derivatives

When a derivative financial instrument is not designated in a hedge relationship that qualifies for hedge accounting, all changes in its fair value are recognised immediately in the profit or loss.

Hedges directly affected by interest rate benchmark reform

For the purpose of evaluation whether there is an economic relationship between the hedged item(s) and the hedging instrument(s), the Group assumes that the benchmark interest rate is not altered as a result of interest rate benchmark reform.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

e. Financial Instruments (cont'd)

(v) Derivative financial instruments and hedge accounting (cont'd)

Hedges directly affected by interest rate benchmark reform (cont'd)

For a cash flow hedge of a forecast transaction, the Group assumes that the benchmark interest rate will not be altered as a result of interest rate benchmark reform for the purpose of assessing whether the forecast transaction is highly probable and presents an exposure to variations in cash flows that could ultimately affect profit or loss. In determining whether a previously designated forecast transaction in a discontinued cash flow hedge is still expected to occur, the Group assumes that the interest rate benchmark cash flows designated as a hedge will not be altered as a result of interest rate benchmark reform.

The Group will cease to apply the specific policy for assessing the economic relationship between the hedged item and the hedging instrument (i) to a hedged item or hedging instrument when the uncertainty arising from interest rate benchmark reform is no longer present with respect to the timing and the amount of the interest rate benchmark-based cash flows of the respective item or instrument or (ii) when the hedging relationship is discontinued. For its highly probable assessment of the hedged item, the Group will no longer apply the specific policy when the uncertainty arising from interest rate benchmark reform about the timing and the amount of the interest rate benchmark-based future cash flows of the hedged item is no longer present, or when the hedging relationship is discontinued.

(vi) Intra-group financial guarantees in separate financial statements

Financial guarantees are financial instruments issued by the Company that require the issuer to make specified payments to reimburse the holder for the loss it incurs because a specified debtor fails to meet payment when due in accordance with the terms of a debt instrument.

Financial guarantees are accounted for as insurance contracts. A provision is recognised based on the Company's estimate of the ultimate cost of setting all claims incurred but unpaid at the end of the reporting period. The provision is assessed by reviewing individual claims and tested for adequacy by comparing the amount recognised and the amount that would be required to settle the guarantee contract.

f. Inventories

(i) Development properties for sale

Development properties are measured at the lower of cost and net realisable value. Cost includes acquisition costs, development expenditure, capitalised borrowing costs (applicable to construction of a development for which revenue is to be recognised at a point in time) and other costs directly attributable to the development activities.

Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and selling expenses.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

f. Inventories (cont'd)

(ii) Others

Other inventories are stated at the lower of cost and net realisable value. Cost is calculated using the weighted average cost formula and comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition.

g. Non-Current Assets Held for Sale

Non-current assets or disposal groups comprising assets and liabilities, that are highly probable to be recovered primarily through sale rather than through continuing use are classified as held for sale. The assets or components of a disposal group, are remeasured in accordance with the applicable SFRS(I) immediately before the reclassification as held for sale. Thereafter, the assets, or disposal group, classified as held for sale are generally measured at the lower of their carrying amount and fair value less cost to sell.

Any Impairment losses on a disposal group is first allocated to goodwill, and then to remaining assets and liabilities on pro rata basis, except that no loss is allocated to financial assets, deferred tax assets, employee benefit assets, investment property and biological assets, which continue to be measure in accordance with the Group's accounting policies. Impairment losses on initial classification as held for sale and subsequent gains or losses on remeasurement are recognised in profit or loss. Gains are not recognised in excess of any cumulative impairment loss.

Intangible assets and property, plant and equipment once classified as held for sale are not amortised or depreciated. In addition, equity accounting of associates and joint ventures ceases once classified as held for sale.

Refer to note 3d for investment property held for sale.

h. Impairment

(i) Non-derivative financial assets

The Group assesses on a forward looking basis the expected credit losses (ECL) associated with its financial assets carried at amortised cost and FVOCI, contract assets and financial guarantee contracts. For trade receivables and contract assets, the Group applies the simplified approach permitted by SFRS(I) 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables. The Group applies the general approach of 12-month ECL at initial recognition for all other financial assets.

At each reporting date, the Group assesses whether financial assets carried at amortised cost and contract assets are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

h. Impairment (cont'd)

(i) Non-derivative financial assets (cont'd)

Evidence that a financial asset is credit-impaired includes the following observable data:-

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or being more than 90 days past due;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise;
- it is probable that the borrower will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for a security because of financial difficulties.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a contract asset to be in default when the customer is unlikely to pay its contractual obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment properties, inventories, contract assets and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. An impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the assets or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs. Subject to an operating segment ceiling test, for the purposes of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

h. Impairment (cont'd)

(ii) Non-financial assets (cont'd)

Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of CGUs), and then to reduce the carrying amounts of the other assets in the CGU (group of CGUs) on a *pro rata* basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

Goodwill that forms part of the carrying amount of an investment in an associate or joint venture is not recognised separately, and therefore is not tested for impairment separately. Instead, the entire amount of the investment in an associate or joint venture is tested for impairment as a single asset when there is objective evidence that the investment in an associate or joint venture may be impaired.

i. Employee Benefits

(i) Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid under short-term cash bonus if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

(ii) Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate entity and will have no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution pension plans are recognised as employee benefit expense in profit or loss in the periods during which related services are rendered by employees.

(iii) Share-based payments transactions

The grant date fair value of share-based payment awards granted to employees is recognised as an employee expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognised as an expense is adjusted to reflect the number of awards for which the related service and non-market performance conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that meet the related service and non-market performance conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true-up for differences between expected and actual outcomes.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

j. Provisions

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount is recognised as finance cost.

A provision for levies is recognised when the condition that triggers the payment of the levy, as identified by the legislation, is met.

k. Income Recognition

(i) Sale of development properties

The Group develops and sells residential projects to customers through fixed-price contracts. Revenue is recognised when the control over the residential project has been transferred to the customer. At contract inception, the Group assesses whether the Group transfers control of the residential project over time or at a point in time by determining if (a) its performance does not create an asset with an alternative use to the Group; and (b) the Group has an enforceable right to payment for performance completed to date.

The residential projects have no alternative use for the Group due to contractual restriction, and the Group has enforceable rights to payment arising from the contractual terms. For these contracts, revenue is recognised over time by reference to the Group's progress towards completing the construction of the residential project. The measure of progress is determined based on the proportion of contract costs incurred to date to the estimated total contract costs. Costs incurred that are not related to the contract or that do not contribute towards satisfying a performance obligation are excluded from the measure of progress and instead are expensed as incurred.

For certain contracts where the Group does not have enforceable right to payment, revenue is recognised only when the completed residential project is delivered to the customers and the customers have accepted it in accordance with the sales contract.

Under certain payment schemes, the time when payments are made by the buyer and the transfer of control of the property to the buyer do not coincide and where the difference between the timing of receipt of the payments and the satisfaction of a performance obligation is 12 months or more, the entity adjusts the transaction price with its customer and recognises a financing component. In adjusting for the financing component, the entity uses a discount rate that would reflect that of a separate financing transaction between the entity and its customer at contract inception. A finance income or finance expense will be recognised depending on the arrangement. The Group has elected to apply the practical expedient not to adjust the transaction price for the existence of significant financing component when the period between the transfer of control of good or service to a customer and the payment date is 12 months or less.

Revenue is measured at the transaction price agreed under the contract. Estimates of revenues, costs or extent of progress toward completion are revised if circumstances change. Any resulting increases or decreases in estimated revenues or costs are reflected in the profit or loss in the period in which the circumstances that give rise to the revision become known by management.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

k. Income Recognition (cont'd)

(i) Sale of development properties (cont'd)

The customer is invoiced on a payment schedule and are typically triggered upon achievement of specified construction milestones. If the value of the goods transferred by the Group exceed the payments, a contract asset is recognised. If the payments exceed the value of the goods transferred, a contract liability is recognised.

For costs incurred in fulfilling the contract, Group will capitalise these as contract costs assets only if (a) these cost relate directly to a contract or an anticipated contract which the Group can specifically identify; (b) these cost generate or enhance resources of the Group that will be used in satisfying (or in continuing to satisfy) performance obligations in the future; and (c) these costs are expected to be recovered. Otherwise, such costs are recognised as an expense immediately.

Capitalised contract costs are subsequently amortised on a systematic basis as the Group recognises the related revenue over time. An impairment loss is recognised in the profit or loss to the extent that the carrying amount of capitalised contract costs exceeds the expected remaining consideration less any directly related costs not yet recognised as expenses.

(ii) Hotel income

Revenue for hotel operations is recognised upon rendering of the relevant services.

(iii) Rental income

Rental income from investment property is recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives granted are recognised as an integral part of the total rental income over the term of the lease. Rental income from subleased property is recognised as other income.

(iv) Management fee income

Management fee income is recognised in the profit or loss when services are rendered.

(v) Dividends

Dividend income is recognised on the date that the Group's right to receive payment is established.

(vi) Interest income

Interest income is recognised on an accrual basis using the effective interest method.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

l. Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone prices. However, for the leases of property the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The right-of-use asset is subsequently stated at cost less accumulated depreciation and impairment losses.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the following:-
- Fixed payments, including in-substance fixed payments;
- Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- Amounts expected to be payable under a residual value guarantee; and
- The exercise price under a purchase option that the Group is reasonably certain to exercise, lease payments in an optional renewal period if the Group is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Group is reasonably certain not to terminate early.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

l. Leases (cont'd)

As a lessee (cont'd)

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets that do not meet the definition of investment property in "property, plant and equipment" and lease liabilities in "trade and other payables, including derivatives" in the statement of financial position.

Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

As a lessor

The Group leases out its investment properties and has classified these leases as operating leases.

When the Group acted as a lessor, it determined at lease inception whether each lease was a finance lease or an operating lease.

To classify each lease, the Group made an overall assessment of whether the lease transferred substantially all of the risks and rewards incidental to ownership of the underlying asset. If this was the case, then the lease was a finance lease; if not, then it was an operating lease. As part of this assessment, the Group considered certain indicators such as whether the lease was for the major part of the economic life of the asset.

Rental income from investment property is recognised as "revenue" on a straight-line basis over the term of the lease. Rental income from sub-leased property is recognised as "other income".

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

m. Government Grants

An unconditional government grant related to a biological asset is recognised in profit or loss as "other income" when the grant becomes receivable.

Other government grants related assets are initially recognised as deferred income at fair value when there is reasonable assurance that they be received and the Group will comply with the conditions associated with the grant. These grants are then recognised in profit or loss as "other income" on a systematic basis over the useful life of the asset. Grants that compensate the Group for expenses incurred are recognised in profit or loss on a systematic basis in the periods in which the expenses are recognised; they are deducted in reporting the related expenses. In this case, the grant is recognised when it becomes receivable.

n. Finance Costs

Borrowing costs are recognised in profit or loss using the effective interest method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to be prepared for its intended use or sale.

o. Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for:-

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting or taxable profit or loss;
- temporary differences related to investments in subsidiaries, associates and joint arrangements to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

o. Tax (cont'd)

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. For investment properties that are measured at fair value, the presumption that the carrying amounts will be recovered through sale has not been rebutted, except where the investment properties are held within a business model whose business objective is to consume substantially all of the economic benefits embodied in the investment properties over time. In such cases, deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience. This assessment relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

p. Discontinued Operations

A discontinued operation is a component of the Group's business, the operations and cash flows of which can be clearly distinguished from the rest of the Group and which:-

- Represents a separate major line of business or geographical area of operations;
- Is part of a single co-ordinated plan to dispose of a separate major line of business or geographical area of operations; or
- Is a subsidiary acquired exclusively with a view to resale.

Classification as a discontinued operation occurs at the earlier of disposal or when the operation meets the criteria to be classified as held for sale. When an operation is classified as a discontinued operation, the comparative statement of profit or loss is re-presented as if the operation had been discontinued from the start of the comparative year.

Notes to the Financial Statements

For the year ended 30 June 2021

3. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

q. Earnings Per Share

The Group presents basic and diluted earnings per share ("EPS") data for its ordinary shares. Basic EPS is calculated by dividing the profit or loss attributable to ordinary equity holders of the Company by the weighted average number of ordinary shares outstanding during the year, adjusted for own shares held. Diluted EPS is determined by adjusting the profit or loss attributable to ordinary equity holders and the weighted average number of ordinary shares outstanding, adjusted for own shares held, for the effects of all dilutive potential ordinary shares.

r. Segment Reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components. All operating segments' operating results are reviewed regularly by the Group's Chief Executive Officer ("CEO") (the chief operating decision maker) to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results that are reported to the CEO include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly assets, liabilities and expenses relating to the Group's corporate office and treasury operations.

Segment capital expenditure is the total cost incurred during the year to acquire property, plant and equipment, and investment properties.

4. PROPERTY, PLANT AND EQUIPMENT AND RIGHT-OF-USE ASSETS

	Freehold land $'000	Freehold land and buildings $'000	Leasehold land and buildings $'000	Furniture, fittings and other equipment $'000	Motor vehicles $'000	Right-of-use assets $'000	Total $'000
Group							
Cost							
At 1 July 2019	742	141,115	479,836	58,485	2,949	-	683,127
Additions	-	160	641	1,993	4	-	2,798
Reversals	-	(346)	-	-	-	-	(346)
Disposals	-	-	(110,688)	(13,886)	(126)	-	(124,700)
Written off	-	(21)	-	-	-	-	(21)
Translation differences	(2)	(473)	115	(10)	(2)	-	(372)
At 30 June 2020	740	140,435	369,904	46,582	2,825	-	560,486
At 1 July 2020	**740**	**140,435**	**369,904**	**46,582**	**2,825**	**-**	**560,486**
Additions	**-**	**-**	**427**	**2,982**	**-**	**4,545**	**7,954**
Disposals	**-**	**-**	**-**	**(547)**	**(28)**	**-**	**(575)**
Disposals of a subsidiary	**-**	**-**	**(3,618)**	**(720)**	**(65)**	**-**	**(4,403)**
Written off	**-**	**-**	**(70)**	**(1,865)**	**-**	**-**	**(1,935)**
Transfer to assets held for sale	**-**	**-**	**-**	**(237)**	**-**	**-**	**(237)**
Translation differences	**(4)**	**(733)**	**(97)**	**48**	**13**	**(25)**	**(798)**
At 30 June 2021	**736**	**139,702**	**366,546**	**46,243**	**2,745**	**4,520**	**560,492**
Accumulated Depreciation							
At 1 July 2019	-	9,768	40,967	35,451	2,492	-	88,678
Depreciation charge for the year	-	4,216	7,569	5,277	162	-	17,224
Disposals	-	-	(22,229)	(13,729)	(126)	-	(36,084)
Written off	-	(17)	-	-	-	-	(17)
Translation differences	-	(70)	7	19	(2)	-	(46)
At 30 June 2020	-	13,897	26,314	27,018	2,526	-	69,755
At 1 July 2020	**-**	**13,897**	**26,314**	**27,018**	**2,526**	**-**	**69,755**
Depreciation charge for the year	**-**	**4,100**	**6,029**	**4,504**	**136**	**961**	**15,730**
Disposals	**-**	**-**	**-**	**(460)**	**(15)**	**-**	**(475)**
Disposals of a subsidiary	**-**	**-**	**(1,357)**	**(720)**	**(65)**	**-**	**(2,142)**
Written off	**-**	**-**	**(7)**	**(1,086)**	**-**	**-**	**(1,093)**
Transfer to assets held for sale	**-**	**-**	**-**	**(234)**	**-**	**-**	**(234)**
Translation differences	**-**	**(99)**	**(25)**	**15**	**10**	**(5)**	**(104)**
At 30 June 2021	**-**	**17,898**	**30,954**	**29,037**	**2,592**	**956**	**81,437**
Accumulated Impairment Losses							
At 1 July 2019	-	-	2,186	-	-	-	2,186
Translation differences	-	-	7	-	-	-	7
At 30 June 2020	-	-	2,193	-	-	-	2,193
At 1 July 2020	**-**	**-**	**2,193**	**-**	**-**	**-**	**2,193**
Disposals of a subsidiary	**-**	**-**	**(2,261)**	**-**	**-**	**-**	**(2,261)**
Translation differences	**-**	**-**	**68**	**-**	**-**	**-**	**68**
At 30 June 2021	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Carrying Amounts							
At 1 July 2019	742	131,347	436,683	23,034	457	-	592,263
At 30 June 2020	740	126,538	341,397	19,564	299	-	488,538
At 30 June 2021	**736**	**121,804**	**335,592**	**17,206**	**153**	**3,564**	**479,055**

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For the year ended 30 June 2021

4. PROPERTY, PLANT AND EQUIPMENT AND RIGHT-OF-USE ASSETS (CONT'D)

a. The Group's property, plant and equipment with a carrying amount of $461.8 million (2020: $470.5 million) have been mortgaged to secure loan facilities granted to the Group (note 17).

b. The depreciation charge for the Group is recognised in the following items:-

	2021 $'000	Re-presented* 2020 $'000
Administrative expenses	**15,730**	17,222
(Loss)/Profit from discontinued operations (net of tax)	**-**	2
	15,730	17,224

* See note 34.

c. In 2020, the Group disposed Guoman Hotel in Shanghai for a net consideration of approximately $214.8 million and recorded a gain on disposal of $126.2 million (note 21).

5. INVESTMENT PROPERTIES

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000
At 1 July		**4,917,019**	4,877,319
Additions		**100,189**	127,004
Changes in fair values recognised in other income/(other expenses) (unrealised)	22, 21	**71,521**	(8,275)
Translation differences recognised in other comprehensive income		**1,700**	(177)
Disposals		**(115,883)**	-
Reclassified to assets held for sale	13	**-**	(78,852)
At 30 June		**4,974,546**	4,917,019
Comprising:-			
Completed investment properties		**3,157,446**	3,220,219
Investment properties under development		**1,817,100**	1,696,800
		4,974,546	4,917,019

Investment properties comprise commercial properties, and reversionary interests in freehold land and commercial properties.

a. The Group's investment properties with a carrying value of $4,450.4 million (2020: $4,284.6 million) have been mortgaged to secure loan facilities granted to the Group (note 17).

5. INVESTMENT PROPERTIES (CONT'D)

b. During the financial year, interest expense capitalised as cost of investment properties amounted to $45.3 million (2020: $46.9 million) (note 23) and is included in additions.

c. During the year, the Group disposed Changfeng cultural building in Shanghai for a net consideration of approximately $115.9 million and recorded a gain on disposal of $0.3 million.

d. The commercial properties of the Group are held mainly for use by tenants under operating lease. Minimum lease payments receivable under non-cancellable operating leases of investment properties and not recognised in the financial statements are as follows:-

	Group	
	30 June 2021 $'000	**30 June 2020 $'000**
Operating lease under SFRS(I) 16		
Within 1 year	**109,194**	84,829
Between 1 to 2 years	**84,649**	77,959
Between 2 to 3 years	**42,099**	25,054
Between 3 to 4 years	**18,079**	9,005
Between 4 to 5 years	**12,352**	4,540
After 5 years	**10,541**	9,902
	276,914	211,289

e. Fair value hierarchy

Investment properties are stated at fair value based on independent valuations. The fair value of investment properties are determined by external independent property valuers, which have appropriate recognised professional qualifications and recent experience in the location and category of property being valued. The independent valuers provide the fair values of the Group's investment property portfolio annually. The fair values are based on market values being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably.

The fair value measurement for the investment properties have been categorised as Level 3 fair values based on the inputs to the valuation techniques used (note 2e).

Independent valuations were carried out by the following valuers on the dates stated below:-

Valuer	2021 Valuation Date	2020 Valuation Date
CBRE	June 2021	June 2020
Savills	June 2021	June 2020
First Pacific Valuers	-	June 2020
Cheston International	April 2021	-

Notes to the Financial Statements

For the year ended 30 June 2021

5. INVESTMENT PROPERTIES (CONT'D)

e. Fair value hierarchy (cont'd)

The valuers have considered valuation techniques including the direct comparison method, income capitalisation method and residual land method in determining the open market values. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties, taking into consideration the location, tenure, age of development, trade mix, lettable area, condition, facilities within the development, standard of finishes and fittings as well as date of transaction.

The income capitalisation approach is an investment approach whereby the gross passing income has been adjusted to reflect anticipated operating costs and an ongoing vacancy to produce a net income on a fully leased basis. The adopted fully leased net income is capitalised over the remaining term of the lease from the date of valuation at an appropriate investment yield which reflects the nature, location and tenancy profile of the property together with current market investment criteria.

The residual land method involves the deduction of the estimated total development and related costs, together with developer's profit margin, from the gross development value assuming it was completed as at the date of valuation. In estimating the gross development value, the valuer has considered the sale of comparable properties and adjustments are made to reflect the differences in location, tenure, size, standard of finishes and fittings as well as the dates of transactions.

5. INVESTMENT PROPERTIES (CONT'D)

f. Valuation techniques and significant unobservable inputs

The following table shows the Group's valuation techniques used in measuring the fair value of investment properties and the key unobservable inputs used:-

Type of investment properties	Valuation Method	Key unobservable inputs: Singapore	Key unobservable inputs: China	Key unobservable inputs: Malaysia	Inter-relationship between key unobservable inputs and fair value measurement
Commercial properties	• Direct comparison method	• Sales prices of $1,700 to $5,735 (2020: $2,435 to $4,226) per square feet (psf)	• 2021: Not applicable (2020: Sales prices of $828 to $917 psf)	• Sales prices of $305 to $390 (2020: $319) psf	The estimated fair value increases when the sales price increases
	• Income capitalisation method	• Capitalisation rate of 3.4% to 4.5% (2020: 3.4% to 4.5%)		• Capitalisation rate of 5.5% to 6.0% (2020: 6.0% to 6.3%)	The estimated fair value increases when the capitalisation rate decreases
Commercial properties under development	• Residual land method	• Gross development value of $2,975 to $3,800 (2020: $2,970 to $3,900) psf			The estimated fair value increases when the gross development value increases
Reversionary interest in freehold land and commercial properties	• Direct comparison method	• Sales prices of $182 to $768 (2020: $172 to $724) psf			The estimated fair value increases when the sales price and gross development value increases
	• Residual land method	• Gross development value of $3,060 (2020: $3,000) psf			

The valuation reports for 30 June 2021 and 30 June 2020 have highlighted estimation uncertainty arising from the COVID-19 outbreak and a higher degree of caution is to be exercised when relying on valuation. The valuations were based on information available and market conditions as at 30 June 2021 and 30 June 2020. Values may change subsequently as the impact of COVID-19 is fluid and continue to evolve.

Notes to the Financial Statements

For the year ended 30 June 2021

6. SUBSIDIARIES

		Note	Company 30 June 2021 $'000	30 June 2020 $'000
a.	Unquoted shares, at cost		**787,614**	635,836
	Less: Impairment loss		**(93,903)**	(13,503)
			693,711	622,333
	Amounts due from subsidiaries		**1,423,335**	1,547,187
	Less: Credit loss allowance		**(33,585)**	(33,585)
			1,389,750	1,513,602
			2,083,461	2,135,935
	Non-current amounts due to subsidiaries	19	**(1,001)**	(30,352)

The amounts due from/to subsidiaries are unsecured, interest-free and not expected to be repaid in the next 12 months from 30 June 2021.

The impairment loss on investments in subsidiaries is made mainly in respect of a subsidiary that hold hotels and operates hotel related activities and in respect of subsidiaries which have completed or substantially completed their respective developments.

The investments in and amounts due from these subsidiaries were written down to their respective recoverable amounts, determined using the net asset values of the subsidiaries. The net asset values, which take into consideration the fair values of the underlying properties held by the subsidiaries, approximate the fair values of the subsidiaries. The fair values were categorised as Level 3 fair value measurements. Costs of disposal were assessed as insignificant. Based on the assessment, the Company recognised an impairment loss on investment in subsidiaries of $80.4 million (2020: Nil) for the financial year ended 30 June 2021.

In 2020, credit loss allowance of $32.0 million was made in respect of an amount due from a subsidiary which held interests in EcoWorld International Berhad (note 7).

The Company's exposure to credit risk on amounts due from subsidiaries is disclosed in note 31.

6. SUBSIDIARIES (CONT'D)

b. The details of significant subsidiaries in the Group are as follows:-

		Country of incorporation/ Principal place of business	Ownership interest/ Voting rights held by the Group 30 June 2021 %	30 June 2020 %
(i)	**Directly held by the Company**			
	GLL IHT Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand (Singapore) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand (China) Limited	Bermuda	**100.00**	100.00
	GuoSon Assets China Limited	Hong Kong	**100.00**	100.00
	GLL Chongqing 18 Steps Pte. Ltd.	Singapore	**75.00**	75.00
	GLL (Malaysia) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Vietnam (S) Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Hotels Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Management Pte. Ltd.	Singapore	**100.00**	100.00
(ii)	**Directly and indirectly held by GuocoLand (Singapore) Pte. Ltd.**			
	TPC Commercial Pte. Ltd.	Singapore	**80.00**	80.00
	GLL Land Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Property Maintenance Services Pte. Ltd.	Singapore	**100.00**	100.00
	GuocoLand Property Management Pte. Ltd.	Singapore	**100.00**	100.00
	Wallich Residence Pte. Ltd.	Singapore	**80.00**	80.00
	Martin Modern Pte. Ltd.	Singapore	**100.00**	100.00
	Midtown Bay Pte. Ltd.	Singapore	**70.00**	70.00
	Guoco Midtown Pte. Ltd.	Singapore	**70.00**	70.00
	Meyer Mansion Pte. Ltd.	Singapore	**100.00**	100.00
	Midtown Modern Pte. Ltd. (formerly known as MTG Apartments Pte. Ltd.)	Singapore	**60.00**	60.00
	Guoco Midtown II Pte. Ltd. (formerly known as MTG Retail Pte. Ltd.)	Singapore	**60.00**	60.00
(iii)	**Directly held by GuocoLand (China) Limited**			
	§ Beijing Jiang Sheng Property Development Co., Ltd	The People's Republic of China	**-***	100.00
(iv)	**Directly and indirectly held by GuoSon Assets China Limited**			
	GuoSon Changfeng China Limited	Hong Kong	**100.00**	100.00
	§ GuoSon Investment Company Limited	The People's Republic of China	**100.00**	100.00
	Shanghai Xinhaolong Property Development Co., Ltd	The People's Republic of China	**100.00**	100.00

Notes to the Financial Statements

For the year ended 30 June 2021

6. SUBSIDIARIES (CONT'D)

b. The details of significant subsidiaries in the Group are as follows:- (cont'd)

		Country of incorporation/ Principal place of business	Ownership interest/ Voting rights held by the Group	
			30 June 2021 %	30 June 2020 %
(v)	**Directly held by GLL Chongqing 18 Steps Pte. Ltd.**			
	Chongqing Yuzhong Xinhaojun Real Estate Development Co., Ltd	The People's Republic of China	**75.00**	75.00
	Chongqing Xinhaoren Real Estate Development Co., Ltd	The People's Republic of China	**75.00**	75.00
(vi)	**Directly and indirectly held by GLL (Malaysia) Pte. Ltd.**			
	@ GLM Emerald Industrial Park (Jasin) Sdn Bhd	Malaysia	**46.24**	46.24
	@ Damansara City Sdn Bhd	Malaysia	**68.00**	68.00
	@ DC Hotel Sdn Bhd	Malaysia	**68.00**	68.00
	@ DC Offices Sdn Bhd	Malaysia	**68.00**	68.00
	@ DC Parking Sdn Bhd	Malaysia	**68.00**	68.00
	@ DC Town Square Sdn Bhd	Malaysia	**68.00**	68.00
	@ GuocoLand (Malaysia) Berhad	Malaysia	**68.00**	68.00
	▲ GLM Oval Sdn Bhd	Malaysia	**68.00**	68.00
	▲ Titan Debut Sdn Bhd	Malaysia	**68.00**	68.00
	@ GLM Emerald Hills (Cheras) Sdn Bhd	Malaysia	**68.00**	68.00
	@ GLM Emerald Square (Cheras) Sdn Bhd	Malaysia	**68.00**	68.00
	▲ GLM Property Services Sdn Bhd	Malaysia	**68.00**	68.00
	@ GLM IHM Sdn Bhd	Malaysia	**68.00**	68.00
	GLL EWI (HK) Limited	Hong Kong	**100.00**	100.00
(vii)	**Indirectly held by GuocoLand Vietnam (S) Pte. Ltd.**			
	# GuocoLand Binh Duong Property Co., Ltd	Vietnam	**100.00**	100.00
(viii)	**Directly held by GuocoLand Hotels Pte. Ltd.**			
	TPC Hotel Pte. Ltd.	Singapore	**80.00**	80.00
	^ JB Parade Sdn Bhd	Malaysia	**70.00**	70.00
	▲ PD Resort Sdn Bhd	Malaysia	**100.00**	100.00

* Disposed during the year (note 30).

KPMG LLP is the auditors of all significant Singapore incorporated subsidiaries. Other member firms of KPMG International are auditors of significant foreign-incorporated subsidiaries except for the following:-

@ Audited by Ernst & Young, Malaysia.
▲ Audited by Ling Kam Hoong & Co.
Audited by RSM Vietnam Auditing & Consulting Company Limited.
^ Audited by Grant Thornton Malaysia PLT.
§ Audited by Beijing ShouLv Certified Public Accountants

6. SUBSIDIARIES (CONT'D)

c. Non-controlling interests in subsidiaries

The following subsidiaries have non-controlling interests ("NCI") that are material to the Group:-

	Ownership interest held by NCI	
	30 June 2021	**30 June 2020**
	%	**%**
TPC Commercial Pte. Ltd.	**20.00**	20.00
Guoco Midtown Pte. Ltd.	**30.00**	30.00
GuocoLand (Malaysia) Berhad Group	**32.00**	32.00

The following table summarises the financial information of each of the Group's subsidiaries with material NCI, based on their respective (consolidated) financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

	TPC Commercial Pte. Ltd.		**Guoco Midtown Pte. Ltd. (note 29c)**		**GuocoLand (Malaysia) Berhad Group**		**Other individually immaterial subsidiaries**		**Total**	
	2021	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**
	$'000	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**
Non-current assets	**2,546,031**	2,500,046	**1,764,100**	1,646,200	**309,113**	312,348				
Current assets	**94,644**	107,430	**21,368**	18,069	**462,773**	615,450				
Non-current liabilities	**(1,525,553)**	(1,636,469)	**(1,549,852)**	(1,480,217)	**(209,774)**	(360,622)				
Current liabilities	**(89,358)**	(21,568)	**(20,441)**	(10,874)	**(137,832)**	(167,672)				
Net assets	**1,025,764**	949,439	**215,175**	173,178	**424,280**	399,504				
Net assets attributable to NCI	**205,143**	189,877	**64,553**	51,953	**159,172**	148,442	**108,308**	113,162	**537,176**	503,434
Revenue	**91,720**	91,776	**-**	-	**212,233**	138,612				
Profit/(Loss)	**76,326**	(14,615)	**41,998**	(44,172)	**24,333**	(17,462)				
Other comprehensive income	**-**	-	**-**	-	**(2,843)**	(1,358)				
Total comprehensive income	**76,326**	(14,615)	**41,998**	(44,172)	**21,490**	(18,820)				
Profit/(Loss) attributable to NCI	**15,265**	(2,923)	**12,599**	(13,252)	**20,833**	882				
Other comprehensive income attributable to NCI	**-**	-	**-**	-	**(910)**	(435)				
Total comprehensive income attributable to NCI	**15,265**	(2,923)	**12,599**	(13,252)	**19,923**	447	**(8,239)**	(8,616)	**39,548**	(24,344)
Cash flows from/(used in) operating activities	**78,172**	66,937	**8,454**	(3,980)	**97,709**	(7,872)				
Cash flows (used in)/from investing activities	**(338)**	2,258	**(40,591)**	(34,149)	**79,739**	2,119				
Cash flows (used in)/from financing activities	**(83,391)**	(32,016)	**35,233**	37,845	**(150,992)**	1,816				
Net (decrease)/ increase in cash and cash equivalents	**(5,557)**	37,179	**3,096**	(284)	**26,456**	(3,937)				
Dividends paid to NCI during the year	**-**	-	**-**	-	**17,682**	1,471				

During the year, a non-wholly owned subsidiary capitalised its shareholder's loan of $25.4 million (2020: $50.0 million) from non-controlling interests. Additionally, pursuant to a capital reduction of a subsidiary, $15.5 million (2020: Nil) was paid to non-controlling interests.

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7. ASSOCIATES AND JOINT VENTURES

	Group	
	30 June 2021 $'000	**30 June 2020 $'000**
Investments in associates		
- quoted	**36,548**	37,623
- unquoted	**35,238**	35,596
Investments in joint ventures		
- quoted	**240,531**	214,164
- unquoted	**48,820**	92,388
Amounts due from a joint venture	**156,755**	149,877
	517,892	529,648

During the year, the Group received dividends of $18.5 million (2020: $29.3 million) from its investments in associates and joint ventures.

The details of associates and significant joint ventures are as follows:-

Name of Associates/ Joint Ventures	Principal activities	Country of incorporation/ Principal place of business	Ownership interest/ Voting rights held by the Group 30 June 2021 %	30 June 2020 %
Associates				
*§ Tower Real Estate Investment Trust ("Tower REIT")	Investment in real estate and real estate related assets	Malaysia	**14.73**	14.73
@ GLM Emerald (Sepang) Sdn Bhd ("Emerald Sepang")	Property development and operation of an oil palm estate	Malaysia	**32.20**	32.20
Joint Ventures				
^ Shanghai Xinhaojia Property Development Co., Ltd ("Shanghai Xinhaojia")	Property development	The People's Republic of China	**50.00**	50.00
* EcoWorld International Berhad ("EWI")	Property development	Malaysia/ United Kingdom & Australia	**27.00**	27.00
▲ Carmel Development Pte. Ltd. ("Carmel")	Property development	Singapore	**40.00**	40.00

* Audited by other member firms of KPMG International.
^ Audited by Shanghai Shangshen Certified Public Accountants Co. Ltd.
@ Audited by Ernst & Young, Malaysia.
▲ Audited by KPMG LLP.
§ Considered to be an associate as the Group has significant influence over the financial and operating policy decisions of the investee, through its subsidiary, GuocoLand (Malaysia) Berhad.

7. ASSOCIATES AND JOINT VENTURES (CONT'D)

At the reporting date, the associates and joint ventures do not have any contingent liabilities. The Group has not recognised losses totalling $23.3 million (2020: $16.1 million) in relation to its interests in a joint venture, because the Group has no obligation in respect of these losses.

The following tables summarise the financial information of each of the Group's material associates and joint ventures based on their respective (consolidated) financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies.

Associates

	Tower REIT		Emerald Sepang		Total	
Percentage of interest	21.66%*		45.00%#			
	2021 $'000	**2020 $'000**	**2021 $'000**	**2020 $'000**	**2021 $'000**	**2020 $'000**
Non-current assets	**266,900**	190,521	**70,031**	69,550		
Current assets	**1,091**	1,242	**14,257**	14,744		
Non-current liabilities	**(92,934)**	(7,774)	**(8,971)**	(8,998)		
Current liabilities	**(6,320)**	(10,291)	**(4,177)**	(3,398)		
Net assets	**168,737**	173,698	**71,140**	71,898		
Group's share of net assets	**36,548**	37,623	**32,013**	32,354		
Goodwill	**-**	-	**3,225**	3,242		
Group's carrying amount	**36,548**	37,623	**35,238**	35,596	**71,786**	73,219
Revenue	**7,093**	7,100	**1,205**	1,644		
(Loss)/Profit from continuing operations	**(2,041)**	2,646	**(307)**	(5,327)		
Other comprehensive income	**(880)**	(575)	**(488)**	(326)		
Total comprehensive income	**(2,921)**	2,071	**(795)**	(5,653)		
Group's interest in net assets of investee at beginning of year	**37,623**	38,209	**35,596**	38,256	**73,219**	76,465
Group's share of (loss)/profit	**(442)**	573	**(138)**	(2,397)	**(580)**	(1,824)
Group's share of other comprehensive income	**(191)**	(124)	**(220)**	(147)	**(411)**	(271)
Share of other comprehensive income attributable to the Group	**(633)**	449	**(358)**	(2,544)	**(991)**	(2,095)
Dividends received during the year	**(442)**	(1,035)	**-**	(116)	**(442)**	(1,151)
Carrying amount of interest in investee at end of the year	**36,548**	37,623	**35,238**	35,596	**71,786**	73,219

* The Group has a 68.00% (2020: 68.00%) equity interest in a subsidiary, GuocoLand (Malaysia) Berhad, which in turn holds a 21.66% (2020: 21.66%) equity interest in Tower REIT. The Group's effective equity interest in Tower REIT is 14.73% (2020: 14.73%).

Emerald Sepang is 40.00% (2020: 40.00%) and 5.00% (2020: 5.00%) owned by GuocoLand (Malaysia) Berhad and a wholly owned subsidiary of the Group respectively. The Group's effective equity interest in Emerald Sepang is 32.20% (2020: 32.20%).

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7. ASSOCIATES AND JOINT VENTURES (CONT'D)

Associates (cont'd)

None of the Group's associates are publicly listed entities except for Tower REIT, which is listed on the Malaysia Stock Exchange. Based on its closing price per unit of RM0.59 (2020: RM0.75) (Level 1 in the fair value hierarchy) at the reporting date, the fair value of the Group's investment in Tower REIT was $11.5 million (2020: $14.6 million). The Group undertook an impairment assessment of its investment in Tower REIT and estimated its recoverable amount, taking into consideration the fair value of the underlying properties held by Tower REIT. Based on the assessment, the recoverable amount of the investment approximates its carrying amount.

Joint Ventures

Shanghai Xinhaojia is an unlisted joint arrangement in which the Group has joint control via a joint venture agreement and 50.00% ownership interest. Shanghai Xinhaojia was incorporated by the Group and its related corporation and is based in The People's Republic of China, principally engaged in property development. This entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted.

EWI is a listed joint arrangement in which the Group has joint control via a shareholders' agreement with two other shareholders and 27.00% ownership interest in EWI via an initial public offering on the Malaysia Stock Exchange. EWI is principally engaged in property development in international markets outside of Malaysia, mainly in the United Kingdom and Australia. The entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted.

Carmel is an unlisted joint venture in which the Group has joint control via a shareholders' agreement with two other shareholders and 40.00% ownership interest. Carmel was incorporated by the Group and its related corporation and is based in Singapore, principally engaged in property development. The entity is structured as a separate vehicle and the Group has residual interest in its net assets. Accordingly, the Group has classified its interest in this entity as a joint venture, which is equity accounted. The Group has advanced shareholder's loan to Carmel for the development (note 29f) and the shareholder's loan bears interest of 3.2% (2020: 3.2% to 4.0%) per annum and is repayable at the discretion of the Board of Carmel. The amounts are subordinated to external bank loans of Carmel.

At the reporting date, the Group's share of the commitment in respect of capital expenditure contracted but not provided for in the financial statements by the joint ventures relating to development properties was $65.7 million (2020: $68.9 million).

None of the Group's joint ventures are publicly listed entities except for EWI, which is listed on the Malaysia Stock Exchange. Based on its closing price per share of RM0.62 (2020: RM0.43) (Level 1 in the fair value hierarchy) at the reporting date, the fair value of the Group's investment in EWI was $130.4 million (2020: $90.8 million). The Group undertook an impairment assessment of its investment in EWI and estimated its recoverable amount, taking into consideration the expected profits from the sold properties and the expected selling prices of the remaining properties held by EWI through its investees. Based on the assessment, no further impairment loss was recognised for the financial year ended 30 June 2021 (2020: $47.0 million).

7. ASSOCIATES AND JOINT VENTURES (CONT'D)

Joint Ventures (cont'd)

Percentage of interest	**Shanghai Xinhaojia 50.00%**		**EWI 27.00%**		**Carmel 40.00%**		**Other immaterial joint ventures**		**Total**	
	2021 $'000	**2020 $'000**	**2021 $'000**	**2020 $'000**	**2021 $'000**	**2020 $'000**	**2021 $'000**	**2020 $'000**	**2021 $'000**	**2020 $'000**
Non-current assets	**34**	270	**384,912**	145,380	**10,679**	5,685				
Current assets	**21,519**	116,186	**844,574**	1,129,819	**1,019,111**	1,025,629				
Non-current liabilities	**-**	-	**(224,803)**	(347,287)	**(1,084,854)**	(1,065,458)				
Current liabilities	**(4,240)**	(8,369)	**(136,301)**	(155,892)	**(3,354)**	(6,098)				
Non-controlling interest	**-**	-	**(1,327)**	(2,620)	**-**	-				
Net assets	**17,313**	108,087	**867,055**	769,400	**(58,418)**	(40,242)				
Cash and cash equivalents	**9,666**	99,570	**212,513**	150,852	**35,562**	5,979				
Non-current financial liabilities (excluding trade and other payables and provision)	**-**	-	**(224,803)**	(347,287)	**(1,085,854)**	(1,065,458)				
Current financial liabilities (excluding trade and other payables and provision)	**-**	-	**(118,953)**	(129,177)	**(2,153)**	(4,263)				
Group's share of net assets	**8,656**	54,043	**234,105**	207,738	**-**	-				
Goodwill	**-**	-	**53,426**	53,426	**-**	-				
Shareholder's loan	**-**	-	**-**	-	**156,755**	149,877				
Impairment loss	**-**	-	**(47,000)**	(47,000)	**-**	-				
Group's carrying amount	**8,656**	54,043	**240,531**	214,164	**156,755**	149,877	**40,164**	38,345	**446,106**	456,429
Revenue	**8,412**	4,432	**353,398**	211	**40,678**	-				
Depreciation	**(2)**	(4)	**(852)**	(747)	**-**	-				
Interest income	**418**	2,438	**4,058**	4,382	**9**	-				
Interest expense	**-**	-	**(16,993)**	(13,292)	**(26,460)**	(14,874)				
Income tax (expense)/credit	**(476)**	(1,161)	**(19,096)**	132	**-**	-				
Profit/(Loss) for the year	**1,374**	3,347	**35,211**	70,234	**(23,089)**	(32,875)				
Other comprehensive income	**4,756**	330	**70,200**	14,681	**-**	-				
Total comprehensive income	**6,130**	3,677	**105,411**	84,915	**(23,089)**	(32,875)				
Group's share of profit for the year	**687**	1,673	**9,507**	18,963	**-**	-	**3,090**	2,110	**13,284**	22,746
Group's share of other comprehensive income	**2,378**	165	**18,954**	3,964	**-**	-	**(1,271)**	(986)	**20,061**	3,143
Group's share of total comprehensive income	**3,065**	1,838	**28,461**	22,927	**-**	-	**1,819**	1,124	**33,345**	25,889
Group's interest in net assets of investee at beginning of year	**54,043**	52,205	**214,164**	238,237	**149,877**	139,841	**38,345**	37,221	**456,429**	467,504
Addition during the year	**-**	-	**-**	-	**6,878**	10,036	**-**	-	**6,878**	10,036
Capital reduction during the year	**(32,462)**	-	**-**	-	**-**	-	**-**	-	**(32,462)**	-
Dividends received during the year	**(15,990)**	-	**(2,094)**	-	**-**	-	**-**	-	**(18,084)**	-
Impairment loss for the year	**-**	-	**-**	(47,000)	**-**	-	**-**	-	**-**	(47,000)
Total comprehensive income attributable to the Group	**3,065**	1,838	**28,461**	22,927	**-**	-	**1,819**	1,124	**33,345**	25,889
Carrying amount of interest in investee at end of the year	**8,656**	54,043	**240,531**	214,164	**156,755**	149,877	**40,164**	38,345	**446,106**	456,429

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For the year ended 30 June 2021

8. DEFERRED TAX

a. Deferred Tax Assets and Liabilities

The movements in deferred tax assets and liabilities during the financial year are as follows:-

Group	At 1 July $'000	Recognised in profit or loss $'000	Translation differences $'000	At 30 June $'000
2021				
Deferred tax liabilities				
Property, plant and equipment	**3,393**	**404**	**(7)**	**3,790**
Investment properties	**14,572**	**(13,398)**	**326**	**1,500**
Development properties	**27,798**	**(211)**	**(9)**	**27,578**
Investment in joint ventures	**2,398**	**(743)**	**109**	**1,764**
Deferred tax liabilities	**48,161**	**(13,948)**	**419**	**34,632**
Set off of tax	**(10,644)**	**10,974**	**(330)**	**-**
Net Deferred tax liabilities	**37,517**	**(2,974)**	**89**	**34,632**
Deferred tax assets				
Unutilised tax losses	**3,701**	**3,426**	**76**	**7,203**
Development properties	**29,886**	**(2,490)**	**626**	**28,022**
Share options	**589**	**(589)**	**-**	**-**
Loans and borrowings	**718**	**200**	**-**	**918**
Deferred tax assets	**34,894**	**547**	**702**	**36,143**
Set off of tax	**(10,644)**	**10,974**	**(330)**	**-**
Net Deferred tax assets	**24,250**	**11,521**	**372**	**36,143**
2020				
Deferred tax liabilities				
Property, plant and equipment	3,054	343	(4)	3,393
Investment properties	14,321	232	19	14,572
Development properties	6,103	21,707	(12)	27,798
Investment in joint ventures	2,078	174	146	2,398
Deferred tax liabilities	25,556	22,456	149	48,161
Set off of tax	(2,682)	(7,946)	(16)	(10,644)
Net Deferred tax liabilities	22,874	14,510	133	37,517
Deferred tax assets				
Unutilised tax losses	2,682	1,012	7	3,701
Development properties	28,850	1,018	18	29,886
Share options	370	219	-	589
Loans and borrowings	575	143	-	718
Deferred tax assets	32,477	2,392	25	34,894
Set off of tax	(2,682)	(7,946)	(16)	(10,644)
Net Deferred tax assets	29,795	(5,554)	9	24,250

8. DEFERRED TAX (CONT'D)

a. Deferred Tax Assets and Liabilities (cont'd)

Tax assets and liabilities are recognised based on estimates made. There may be situations where certain positions may not be fully sustained upon review by tax authorities or new information may become available which impacts the judgement or estimates made.

As at 30 June 2021, the temporary differences relating to the undistributed profits of subsidiaries amounted to $108.8 million (2020: $191.8 million). Deferred tax liabilities of $10.9 million (2020: $19.2 million) have not been recognised in respect of the tax that would be payable on the distribution of these accumulated profits as the Group controls the dividend policy of these subsidiaries and it has been determined that it is probable that the profits will not be distributed in the foreseeable future.

b. Unrecognised Deferred Tax Assets

Deferred tax assets have not been recognised in respect of the following items:-

	Group	
	30 June 2021 $'000	**30 June 2020 $'000**
Deductible temporary differences	**142**	4
Tax losses	**227,417**	228,398
Unutilised capital allowances	**160,568**	117,469
	388,127	345,871

The tax losses with expiry dates are as follows:-

	Group	
	30 June 2021 $'000	**30 June 2020 $'000**
Expiry date:-		
Within 1 year	**-**	106
After 1 year but less than 5 years	**81,497**	11,033
	81,497	11,139

Deferred tax assets have not been recognised in respect of these items because it is not certain as to when the Group can utilise the benefits therefrom. The unutilised tax losses and capital allowances are available for set-off against future profits subject to tax conditions prevailing in the respective countries of the subsidiaries and agreement by the respective tax authorities.

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9. INVENTORIES

	Group	
	30 June 2021 $'000	**30 June 2020 $'000**
Development properties	**3,550,167**	3,921,923
Consumable stocks	**739**	723
	3,550,906	3,922,646

Development properties

During the financial year, cost of development properties included in "cost of sales" in profit or loss amounted to $492.0 million (2020: $509.7 million).

		Group	
		30 June 2021 $'000	**30 June 2020 $'000**
a.	Properties under development, for which revenue is to be recognised over time	**1,660,554**	2,272,051
	Properties under development, for which revenue is to be recognised at a point in time	**1,448,676**	1,162,158
		3,109,230	3,434,209
b.	Completed development properties	**417,470**	476,169
c.	Contract costs	**23,467**	11,545
	Total development properties	**3,550,167**	3,921,923

The following were capitalised as cost of development properties during the financial year:-

		Group	
	Note	**2021 $'000**	**2020 $'000**
Interest expense	23	**30,498**	44,311
Interest income		**-**	(72)

Certain development properties with a carrying amount of $2,206.1 million (2020: $2,955.2 million) are under legal mortgages with banks (note 17).

The Group adopts the percentage of completion method of revenue recognition for residential projects under the progressive payment scheme in Singapore. The stage of completion is measured in accordance with the accounting policy stated in note 3k, the Group relies on the experience and work of specialists.

9. INVENTORIES (CONT'D)

Development properties (cont'd)

Contract costs mainly relates to commission fees paid to property grants for securing sale contracts for the Group's development properties. During the year $21.4 million (2020: $16.7 million) of commission fees paid were capitalised as contract costs. Capitalised commission fees are amortised when the related revenue is recognised. During the year, $9.5 million (2020: $19.5 million) was amortised. There was no impairment loss in relation to such costs.

The Group recognises an allowance for foreseeable losses on development properties taking into consideration the selling prices of comparable properties, timing of sale launches, location of property, expected net selling prices and development expenditure. Market conditions may, however, change which may affect the future selling prices of the remaining unsold residential units of the development properties and accordingly, the carrying value of development properties for sale may have to be written down in future periods. During the financial year, allowance for foreseeable losses of $1.4 million (2020: $4.7 million) has been made in respect of the Group's development properties.

10. TRADE AND OTHER RECEIVABLES, INCLUDING DERIVATIVES

		Group		Company	
	Note	30 June 2021 $'000	30 June 2020 $'000	30 June 2021 $'000	30 June 2020 $'000
Non-Current					
Derivatives	11	-	911	-	-
Current					
Trade receivables	a	**63,784**	89,301	**-**	-
Other receivables, deposits and prepayments	b	**43,604**	110,783	**5**	1
Amount due from:-	c				
Joint ventures		**696**	1,682	**-**	-
Related corporations		**389**	278	**-**	-
		108,473	202,044	**5**	1

a. The maximum exposure to credit risk for trade receivables at the reporting date by operating segments is:-

	Group	
	30 June 2021 $'000	30 June 2020 $'000
GuocoLand Singapore	**54,306**	40,913
GuocoLand China	**746**	459
GuocoLand Malaysia	**8,200**	44,665
GuocoLand Vietnam	**-**	2,911
Others	**532**	353
	63,784	89,301

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10. TRADE AND OTHER RECEIVABLES, INCLUDING DERIVATIVES (CONT'D)

The ageing of trade receivables at the reporting date is:-

	Gross 30 June 2021 $'000	Credit loss allowance 30 June 2021 $'000	Gross 30 June 2020 $'000	Credit loss allowance 30 June 2020 $'000
Group				
Not past due	**55,672**	**-**	87,681	-
Past due 1 – 30 days	**1,722**	**-**	778	-
Past due 31 – 90 days	**744**	**-**	542	-
Past due more than 90 days	**7,021**	**(1,375)**	1,816	(1,516)
	65,159	**(1,375)**	90,817	(1,516)

The Group and the Company's exposure to credit risk and currency risks and expected credit loss for trade and other receivables are disclosed in note 31.

b. Other Receivables, Deposits and Prepayments

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000	Company 30 June 2021 $'000	Company 30 June 2020 $'000
Current					
Deposits		**4,901**	3,988	**-**	-
Interest receivable		**55**	949	**-**	-
Prepayments		**28,420**	21,701	**5**	-
Tax recoverable		**843**	969	**-**	-
Derivative assets	11	**-**	1,553	**-**	-
Other receivables		**10,057**	82,299	**-**	1
Allowance for doubtful receivables		**(672)**	(676)	**-**	-
		9,385	81,623	**-**	1
	10	**43,604**	110,783	**5**	1

As at 30 June 2020, other receivables included $66.4 million in relation to refundable deposit paid for land parcels in The People's Republic of China. The deposit was refunded during the year.

c. The non-trade amounts due from joint ventures and related corporations are unsecured, interest-free and repayable on demand. No credit loss allowance is recognised on these amounts.

11. DERIVATIVE ASSETS AND LIABILITIES

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000
Derivative assets			
Non-current			
Cross currency interest rate swaps	10	-	911
Current			
Cross currency interest rate swaps	10b	-	1,553
Derivative liabilities			
Non-current			
Interest rate swaps		**57,458**	92,677
Cross currency interest rate swaps		-	762
	19	**57,458**	93,439
Current			
Cross currency interest rate swaps		**9,640**	-
Forward exchange contracts		**625**	-
	19	**10,265**	-

As at the reporting date, the Group had entered into interest rate swaps, cross currency interest rate swaps and forward exchange contracts with a notional amount of $1,601.0 million (2020: $1,601.0 million), $216.7 million (2020: $327.2 million) and $125.7 million (2020: Nil) respectively to hedge the Group's interest rate and foreign exchange exposure.

The Group has designated a cross currency interest rate swap with notional amount of $$142.7 million (2020: $135.4 million) as a cash flow hedge against interest rate exposures. The fair value loss of the cross currency interest rate swap as at reporting date is $3.6 million (2020: fair value gain of $0.9 million).

The Group has designated certain cross currency interest rate swaps with notional amount of $74.0 million (2020: $191.8 million) as a net investment hedge against fluctuations in foreign currency risks. The fair value loss of these cross currency interest rate swaps as at reporting date is $6.0 million (2020: fair value gain of $0.8 million).

The Group also entered into interest rate swaps as economic hedges for its floating rate borrowings. The Group did not elect to apply hedge accounting for these.

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11. DERIVATIVE ASSETS AND LIABILITIES (CONT'D)

Master netting or similar arrangements

The Group's derivative transactions that are not transacted on an exchange are entered into under International Swaps and Derivatives Association (ISDA) Master Netting Agreements. In general, under such agreements the amounts owed by each counterparty that are due on a single day in respect of all transactions outstanding in the same currency under the agreement are aggregated into a single net amount being payable by one party to the other. In certain circumstances, for example when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is due or payable in settlement of all transactions.

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that is enforceable only following an event of default, insolvency or bankruptcy of the Group or the counterparties. In addition, the Group and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

The tables below set out financial assets and liabilities subject to offsetting, enforceable master netting arrangements and similar agreements.

	Gross amounts of recognised financial instruments $'000	Gross amounts of recognised financial instruments offset in the statement of financial position $'000	Net amounts of financial instruments presented in the statement of financial position $'000	Related financial instruments that are offset $'000	Net amount $'000
30 June 2021					
Financial liabilities					
Interest rate swaps	**57,458**	**-**	**57,458**	**-**	**57,458**
Cross currency interest rate swaps	**9,640**	**-**	**9,640**	**-**	**9,640**
Forward exchange contracts	**625**	**-**	**625**	**-**	**625**
	67,723	**-**	**67,723**	**-**	**67,723**
30 June 2020					
Financial assets					
Cross currency interest rate swaps	2,464	-	2,464	-	2,464
Financial liabilities					
Interest rate swaps	92,677	-	92,677	-	92,677
Cross currency interest rate swaps	762	-	762	-	762
	93,439	-	93,439	-	93,439

12. CASH AND CASH EQUIVALENTS

		Group		Company	
	Note	30 June 2021 $'000	30 June 2020 $'000	30 June 2021 $'000	30 June 2020 $'000
Short-term deposits with banks		**706,690**	717,984	**-**	-
Cash and bank balances		**422,599**	215,908	**126**	167
Cash and cash equivalents		**1,129,289**	933,892	**126**	167
Bank overdrafts	17	**(283)**	(35)		
Cash collaterals	d	**(5,829)**	(11,164)		
Cash and cash equivalents in the statement of cash flows		**1,123,177**	922,693		

Included in the Group's cash and cash equivalents are:-

a. Amounts held under the Singapore Housing Developers (Project Account) Rules (the "Rules") totalling $214.8 million (2020: $139.3 million), the use of which is subject to restrictions imposed by the Rules;

b. Amounts held under the China Housing Developers Restricted Funds Agreement totalling $125.5 million (2020: $10.7 million), the use of which is subject to restrictions imposed by the above-mentioned Agreement;

c. Amounts held in Malaysia pursuant to Section 7A of the Housing Development (Control and Licensing) Act 1966 totalling $3.9 million (2020: $5.1 million), the use of which is restricted from other operations; and

d. Cash collaterals comprised deposits of $5.8 million (2020: $11.2 million) pledged with financial institutions in Singapore for bank loans.

13. ASSETS OF DISPOSAL GROUP AND ASSETS HELD FOR SALE

In October 2020, the Group entered into an agreement to dispose of its two subsidiaries in Vietnam for a consideration of USD 28 million ($36.8 million). Upon completion of this transaction, the Group will not have any business operations in Vietnam. Accordingly, the GuocoLand Vietnam segment operation results have been presented as discontinued operation while its assets and liabilities were reclassified to assets and liabilities of disposal group held for sale in the current period (See note 34 and 36).

In March 2020, DC Offices Sdn Bhd, a Malaysian subsidiary, entered into a conditional agreement to dispose an office building known as Menara Guoco to MTrustee Berhad, the trustee of Tower Retail Estate Investment Trust ("Tower REIT"), which is an associate of the Group, for a consideration of approximately $78.9 million (RM242.1 million). Accordingly, the asset was reclassified from investment properties (note 5) to assets held for sale as at 30 June 2020 and stated at its fair value of $78.9 million. The transaction was completed at the end of August 2020. The property has been mortgaged to secure the loan facilities (note 17).

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13. ASSETS OF DISPOSAL GROUP AND ASSETS HELD FOR SALE (CONT'D)

The fair value measurement for the property has been categorised as a Level 3 fair value based on the inputs to the valuation technique used by the valuers, First Pacific Valuers.

Valuation method	Key unobservable inputs
Income capitalisation method	Capitalisation rate of 5.5% to 5.75%

14. SHARE CAPITAL

	Company	
	2021 No. of shares	2020 No. of shares
Issued and fully paid ordinary shares, with no par value		
At 1 July and 30 June	**1,183,373,276**	1,183,373,276

a. The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All ordinary shares rank equally with regard to the Company's residual assets.

b. As at 30 June 2021, the Trust for GuocoLand Limited Executives Share Scheme 2018 (the "ESS") held an aggregate of 73.6 million (2020: 73.6 million) shares in the Company which had been acquired from the market for the purpose of satisfying outstanding share options granted or to be granted to participants under the ESS (note 27a).

Capital Management

The Group's policy is to maintain a strong capital base so as to maintain investor, creditor and market confidence and to sustain future development of the business. The Group monitors the return on capital, which the Group defines as total equity, excluding non-controlling interests, and the level of dividends to ordinary shareholders.

The Group also monitors the net debt to equity ratio, which is defined as net borrowings divided by total equity, excluding non-controlling interests. The Group's net debt to equity ratio at the reporting date was as follows:-

	Group	
	30 June 2021 $'000	30 June 2020 $'000
Total loans and borrowings	**5,112,233**	5,265,249
Cash and cash equivalents	**(1,129,289)**	(933,892)
Net debt	**3,982,944**	4,331,357
Total equity	**4,407,284**	4,257,916
Net debt to equity ratio	**0.90**	1.02

14. SHARE CAPITAL (CONT'D)

Capital Management (cont'd)

The Group seeks to maintain a balance between the higher returns that might be possible with higher levels of borrowings and the advantages and security afforded by a sound capital position.

In addition, from time to time, the Group may purchase shares in the Company from the market. Share purchase allows the Company greater flexibility over its share capital structure with a view to improving, inter alia, its return on equity. The shares which are purchased may be held as treasury shares which the Company or the Trust may transfer to participants for the purposes of or pursuant to the ESS. The use of treasury shares in lieu of issuing new shares would also mitigate the dilution impact on existing shareholders.

Under the Housing Developers (Control and Licensing) Act, in order to qualify for a housing developer's licence, certain subsidiaries of the Company are required to maintain a minimum paid-up capital of $1,000,000. These entities complied with the requirement throughout the year.

Other than as disclosed above, the Company and its subsidiaries are not subject to externally imposed capital requirements.

The Group has operations in The People's Republic of China. The conversion of the Chinese Renminbi is subject to the rules and regulations of foreign exchange control promulgated by the government.

There were no changes in the Group's approach to capital management during the financial year.

15. RESERVES

		Group		Company	
	Note	**30 June 2021 $'000**	**30 June 2020 $'000**	**30 June 2021 $'000**	**30 June 2020 $'000**
Reserve for own shares	a	**(157,034)**	(157,034)	**(157,034)**	(157,034)
Capital reserve	b	**(4,923)**	(4,923)	**(5,013)**	(5,013)
Translation reserve	c	**9,179**	(67,636)	**-**	-
Hedging reserve	d	**(3,786)**	1,311	**-**	-
Revaluation reserve	e	**8,341**	8,341	**-**	-
Share option reserve	f	**-**	6,419	**-**	6,419
Merger reserve	g	**(8,494)**	(8,494)	**-**	-
Other reserves		**(156,717)**	(222,016)	**(162,047)**	(155,628)
Accumulated profits		**2,230,888**	2,147,387	**317,576**	334,293
		2,074,171	1,925,371	**155,529**	178,665

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15. RESERVES (CONT'D)

The movement of other reserves is as follows:-

	Reserve for own shares $'000	Capital reserve $'000	Translation reserve $'000	Hedging reserve $'000	Revaluation reserve $'000	Share option reserve $'000	Merger reserve $'000	Total $'000
Group								
At 1 July 2020	(157,034)	(4,923)	(67,636)	1,311	8,341	6,419	(8,494)	(222,016)
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	-	79,170	-	-	-	-	79,170
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	-	(815)	-	-	-	-	(815)
Effective portion of changes in fair value of cash flow hedges	-	-	-	(5,097)	-	-	-	(5,097)
Effective portion of changes in fair value of net investment hedges	-	-	(15,031)	-	-	-	-	(15,031)
Net change in fair value of cash flow hedges reclassified to profit or loss	-	-	13,491	-	-	-	-	13,491
Total other comprehensive income, net of tax	-	-	76,815	(5,097)	-	-	-	71,718
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Write-back of share-based payments	-	-	-	-	-	(6,419)	-	(6,419)
Total contributions by and distributions to equity holders	-	-	-	-	-	(6,419)	-	(6,419)
Total transactions with equity holders	-	-	-	-	-	(6,419)	-	(6,419)
At 30 June 2021	(157,034)	(4,923)	9,179	(3,786)	8,341	-	(8,494)	(156,717)

15. RESERVES (CONT'D)

The movement of other reserves is as follows:- (cont'd)

	Reserve for own shares $'000	Capital reserve $'000	Translation reserve $'000	Hedging reserve $'000	Revaluation reserve $'000	Share option reserve $'000	Merger reserve $'000	Total $'000
Group								
At 1 July 2019	(157,034)	(4,923)	(72,926)	704	8,341	4,032	(8,494)	(230,300)
Other comprehensive income								
Items that are or may be reclassified subsequently to profit or loss:-								
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	-	6,483	-	-	-	-	6,483
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	-	459	-	-	-	-	459
Effective portion of changes in fair value of cash flow hedges	-	-	-	607	-	-	-	607
Effective portion of changes in fair value of net investment hedges	-	-	(1,652)	-	-	-	-	(1,652)
Total other comprehensive income, net of tax	-	-	5,290	607	-	-	-	5,897
Transactions with equity holders, recorded directly in equity								
Contributions by and distributions to equity holders								
Share-based payments	-	-	-	-	-	2,387	-	2,387
Total contributions by and distributions to equity holders	-	-	-	-	-	2,387	-	2,387
Total transactions with equity holders	-	-	-	-	-	2,387	-	2,387
At 30 June 2020	(157,034)	(4,923)	(67,636)	1,311	8,341	6,419	(8,494)	(222,016)

a. Reserve for Own Shares

This comprises the purchase consideration for issued shares of the Company acquired by the Trust for the ESS for the purpose of satisfying outstanding share options granted or to be granted to participants under the ESS (note 27).

b. Capital Reserve

This comprises the gain or loss recognised when a participant exercises the share options granted under the ESS.

c. Translation Reserve

This comprises the foreign exchange differences arising from the translation of the financial statements of foreign entities whose functional currencies are different from the functional currency of the Company, and exchange differences on monetary items which form part of the Group's net investment in foreign operations, provided certain conditions are met.

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For the year ended 30 June 2021

15. RESERVES (CONT'D)

d. Hedging Reserve

This comprises the effective portion of the cumulative net change in the fair value of hedging instruments used in cash flow hedges pending subsequent recognition in profit or loss as the hedged cash flows or items affect profit or loss.

e. Revaluation Reserve

This comprises the revaluation surplus on property, plant and equipment.

f. Share Option Reserve

This comprises the cumulative value of employee services received for the issue of share options.

g. Merger Reserve

The merger reserve of the Group arose as a result of business combinations involving entities under common control accounted for by applying the merger method of accounting.

16. PERPETUAL SECURITIES

In 2018, GLL IHT Pte Ltd ("issuer"), a wholly owned subsidiary of the Group, issued subordinated perpetual securities (the "Perpetual Securities"), guaranteed by the Company, with an aggregate principal amount of $400 million. Transaction costs incurred amounting to $2.8 million were recognised in equity as a deduction from the proceeds.

The Perpetual Securities bear distributions at a rate of 4.6% per annum for the period from 23 January 2018 to 22 January 2025. Distributions are cumulative and payable semi-annually at the option of the issuer, subject to certain restrictions as stipulated in the Programme Memorandum.

The Perpetual Securities have no fixed maturity and are redeemable at the option of the issuer on or after 23 January 2023 at their principal amount together with any unpaid distributions.

As at 30 June 2021, distribution payment of $8.0 million (2020: $8.0 million) was accrued for the relevant period relating to the semi-annual period 23 January 2021 to 30 June 2021 (2020: 23 January 2020 to 30 June 2020) as the Group had not elected to defer the payment.

17. LOANS AND BORROWINGS

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000
Non-current Liabilities			
Secured bank loans		**3,710,597**	3,666,504
Unsecured bank loans		**85,113**	149,786
Unsecured medium-term notes		**369,157**	725,516
		4,164,867	4,541,806
Current Liabilities			
Secured bank overdrafts	12	**283**	35
Secured bank loans		**184,810**	315,986
Unsecured bank loans		**408,145**	282,482
Unsecured medium-term notes		**354,128**	124,940
		947,366	723,443
Total loans and borrowings		**5,112,233**	5,265,249

Maturity of loans and borrowings:-

	Group 30 June 2021 $'000	Group 30 June 2020 $'000
Within 1 year	**947,366**	723,443
After 1 year but within 5 years	**4,164,867**	4,342,676
After 5 years	**-**	199,130
Total loans and borrowings	**5,112,233**	5,265,249

The secured loans and borrowings are secured on the following assets:-

	Note	Group 30 June 2021 $'000	Group 30 June 2020 $'000
Property, plant and equipment	4	**461,778**	470,533
Investment properties	5	**4,450,438**	4,284,596
Development properties	9	**2,206,074**	2,955,183
Assets held for sale	13	**-**	78,852
		7,118,290	7,789,164

At the reporting date, the Group's loans from banks bore interest ranging from 1.0% to 4.8% (2020: 1.0% to 5.2%) per annum.

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17. LOANS AND BORROWINGS (CONT'D)

Medium-Term Notes

The unsecured fixed rate medium-term notes are issued by GLL IHT Pte Ltd ("IHT") with a tenor of between 1 to 5 years (2020: 1 to 6 years). The interest rates at the reporting date ranged from 3.4% to 4.1 % (2020: 3.4% to 4.1%) per annum.

During the year, IHT redeemed medium-term notes with an aggregate principal amount of $125 million (2020: $175 million). In 2020, IHT issued medium-term notes with an aggregate principal amount of $200 million. The medium-term notes are guaranteed by the Company.

Reconciliation of movements of liabilities to cash flows arising from financing activities

	Liabilities					Derivatives (assets)/liabilities held to hedge long-term borrowings		
	Bank overdrafts $'000	**Other loans and borrowings $'000**	**Interest payable $'000**	**Amounts due to non-controlling interests $'000**	**Lease Liabilities $'000**	**Cross currency interest rate swap used for hedging - assets $'000**	**Interest rate swap and cross currency interest rate swaps used for hedging - liabilities $'000**	**Total $'000**
At 1 July 2020	35	5,265,214	26,765	616,597	-	(2,464)	93,439	5,999,586
Changes from financing cash flows								
Proceeds from borrowings	-	988,775	-	-	-	-	-	988,775
Repayment of borrowings	-	(1,133,329)	-	-	-	-	-	(1,133,329)
Repayment of loans from non-controlling interests	-	-	-	(18,275)	-	-	-	(18,275)
Interest paid	-	-	(146,319)	-	(184)	-	-	(146,503)
Payment for lease liabilities	-	-	-	-	(729)	-	-	(729)
Total changes from financing cash flows	-	(144,554)	(146,319)	(18,275)	(913)	-	-	(310,061)
The effect of changes in foreign exchange rates	-	1,565	-	8,833	-	-	-	10,398
Change in fair value	-	-	-	-	-	-	(35,219)	(35,219)
Other changes								
Liability-related								
Change in bank overdraft	249	-	-	-	-	-	-	249
Capitalised borrowing costs	-	1,297	61,802	12,660	-	-	-	75,759
Capitalisation of shareholder's loan from non-controlling interests	-	(25,376)	-	-	-	-	-	(25,376)
New leases	-	-	-	-	4,545	-	-	4,545
Interest expense	-	3,891	81,359	10,236	184	-	-	95,670
Total liability-related other changes	249	(20,188)	143,161	22,896	4,729	-	-	150,847
Total equity-related other changes	(1)	9,913	(8,040)	-	(120)	2,464	8,878	13,094
At 30 June 2021	283	5,111,950	15,567	630,051	3,696	-	67,098	5,828,645

17. LOANS AND BORROWINGS (CONT'D)

Reconciliation of movements of liabilities to cash flows arising from financing activities (cont'd)

	Liabilities				Derivatives (assets)/liabilities held to hedge long-term borrowings		
	Bank overdrafts $'000	Other loans and borrowings $'000	Interest payable $'000	Amounts due to non-controlling interests $'000	Cross currency interest rate swap used for hedging - assets $'000	Interest rate swap and cross currency interest rate swaps used for hedging - liabilities $'000	Total $'000
At 1 July 2019	-	4,489,796	18,855	540,912	(891)	35,265	5,083,937
Changes from financing cash flows							
Proceeds from borrowings	-	1,573,287	-	-	-	-	1,573,287
Repayment of borrowings	-	(805,257)	-	-	-	-	(805,257)
Proceeds from loans from non-controlling interests	-	-	-	98,973	-	-	98,973
Interest paid	-	-	(167,877)	-	-	-	(167,877)
Total changes from financing cash flows	-	768,030	(167,877)	98,973	-	-	699,126
The effect of changes in foreign exchange rates	-	3,011	-	570	-	-	3,581
Change in fair value	-	-	-	-	-	64,189	64,189
Other changes							
Liability-related							
Change in bank overdraft	35	-	-	-	-	-	35
Capitalised borrowing costs	-	1,368	74,925	14,961	-	-	91,254
Capitalisation of shareholder's loan from non-controlling interests	-	-	-	(50,000)	-	-	(50,000)
Interest expense	-	4,298	92,803	11,181	-	-	108,282
Total liability-related other changes	35	5,666	167,728	(23,858)	-	-	149,571
Total equity-related other changes	-	(1,289)	8,059	-	(1,573)	(6,015)	(818)
At 30 June 2020	35	5,265,214	26,765	616,597	(2,464)	93,439	5,999,586

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18. TRADE AND OTHER PAYABLES, INCLUDING DERIVATIVES

	Note	Group		Company	
		30 June 2021 $'000	30 June 2020 $'000	30 June 2021 $'000	30 June 2020 $'000
Trade payables and accrued operating expenses		**185,489**	112,825	**1,009**	1,033
Amounts due to:-					
Associates		**44**	45	**-**	-
Joint ventures		**-**	3	**-**	-
Related corporations		**12,217**	1,279	**-**	-
Non-controlling interests		**254**	263	**-**	-
Other payables	19	**173,072**	132,699	**-**	-
		371,076	247,114	**1,009**	1,033

Trade payables and accrued operating expenses included $5.1 million of accrued management fees to related corporations (2020: $5.3 million to the intermediate holding company) (note 24).

The amounts due to associates, joint ventures, related corporations and non-controlling interests are non-trade, unsecured, interest-free and repayable on demand. As at 30 June 2021, $11.0 million of amount due to a related corporation is interest bearing at 4.2% per annum.

19. OTHER PAYABLES, INCLUDING DERIVATIVES

	Note	Group		Company	
		30 June 2021 $'000	30 June 2020 $'000	30 June 2021 $'000	30 June 2020 $'000
Non-current					
Amounts due to non-controlling interests	29c,d,e	**630,051**	616,597	**-**	-
Rental deposits		**38,478**	36,743	**-**	-
Amounts due to subsidiaries	6	**-**	-	**1,001**	30,352
Derivatives liabilities	11	**57,458**	93,439	**-**	-
Lease liabilities	a	**3,181**	-	**-**	-
		729,168	746,779	**1,001**	30,352
Current					
Deposits received		**70,667**	29,854	**-**	-
Interest payable		**15,567**	26,765	**-**	-
Rental deposits		**513**	2,398	**-**	-
Real estate tax payable		**46,433**	42,576	**-**	-
Employee benefits payable		**8,370**	8,573	**-**	-
Derivative liabilities	11	**10,265**	-	**-**	-
Lease liabilities	a	**515**	-	**-**	-
Others		**20,742**	22,533	**-**	-
		173,072	132,699	**-**	-

19. OTHER PAYABLES, INCLUDING DERIVATIVES (CONT'D)

The amounts due to non-controlling interests are unsecured, bear interest ranging from 3.2% to 5.0% (2020: 3.2% to 5.0%) per annum and are repayable at the discretion of the Boards of the borrowing subsidiaries. The amounts are subordinated to external bank loans.

Real estate tax payable relates mainly to land appreciation taxes payable on the divestment of Changfeng cultural building and Guoman Hotel in Shanghai.

a. The Group leases some of its office premises. The leases typically run for a period of 1 to 6 years with interest rates at the reporting date ranged from 4.0% to 5.2% per annum.

   Information about leases for which the Group is a lessee is presented below:-

   Right-of-use assets

   Right-of-use assets relate to leased properties that do not meet the definition of investment property is presented as property, plant and equipment (note 4).

	Office premises $'000
Balance at 1 July 2020	-
Additions to right-of-use assets	4,545
Depreciation charge for the year	(961)
Translation differences	(20)
Balance at 30 June 2021	3,564

   Amounts recognised in profit or loss

	2021 $'000
Interest on lease liabilities	184

   Amounts recognised in statement of cash flows

	2021 $'000
Total cash outflow for leases	913

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19. OTHER PAYABLES, INCLUDING DERIVATIVES (CONT'D)

a. Information about leases for which the Group is a lessee is presented below:- (cont'd)

Maturity of lease liabilities:-

	2021 $'000
Within 1 year	**515**
Between 1 to 2 years	**707**
Between 2 to 3 years	**697**
Between 3 to 4 years	**643**
Between 4 to 5 years	**606**
More than 5 years	**528**
	3,696

20. REVENUE

	Group 2021 $'000	Re-presented* 2020 $'000
Revenue recognised at a point in time:-		
Sale of development properties	**259,883**	215,328
Revenue recognised over time:-		
Sale of development properties	**456,873**	549,010
Hotel operations	**17,867**	51,482
Rental and related income from investment properties	**114,673**	116,401
Management fee income from:-		
Related corporations	**162**	801
Third parties	**4,276**	1,780
	853,734	934,802

20. REVENUE (CONT'D)

The following table provides information on disaggregation of revenue by countries:-

	Group	
		Re-presented*
	2021	2020
	$'000	$'000
Revenue recognised at a point in time:-		
Sale of development properties		
Singapore	**146,854**	150,076
Malaysia	**105,089**	65,252
Others	**7,940**	-
	259,883	215,328
Revenue recognised over time:-		
Sale of development properties		
Singapore	**365,034**	500,798
Malaysia	**91,839**	48,212
	456,873	549,010
Hotel operations		
Singapore	**9,524**	22,007
Malaysia	**8,343**	21,130
Others	**-**	8,345
	17,867	51,482
Rental and related income from investment properties		
Singapore	**105,776**	104,382
Malaysia	**4,283**	8,620
Others	**4,614**	3,399
	114,673	116,401

* See note 34.

The following table provides information about contract assets and contract liabilities for contracts with customers:-

		Group	
		30 June 2021	30 June 2020
	Note	$'000	$'000
Contract assets	a	**498,422**	40,755
Contract liabilities	b	**(97,472)**	(20,173)
		400,950	20,582

Notes to the Financial Statements

For the year ended 30 June 2021

20. REVENUE (CONT'D)

a. Contract assets

Contract assets relate primarily to the Group's right to consideration for work completed but not billed at the reporting date in respect of its property development business. The contract assets are transferred to trade receivables when the rights become unconditional. This usually occurs when the Group invoices the customer.

The changes in contract assets are due to the differences between the agreed payment schedule and progress of the construction work. Of the contract assets of $498.4 million, an amount of $444.4 million was related to a development project in Singapore where Temporary Occupation Permit was obtained during the year.

b. Contract liabilities

Contract liabilities relate primarily to:-

- advance consideration received from customers; and
- progress billings issued in excess of the Group's rights to the consideration.

The contract liabilities are recognised as revenue when the Group fulfils its performance obligation under the contract with the customer. The changes in contract liabilities are due to the differences between the agreed payment schedule and progress of the construction work.

Significant changes in the contract assets and the contract liabilities balances during the period are as follows:-

Group	**Contract assets**		**Contract liabilities**	
	2021	**2020**	**2021**	**2020**
	$'000	**$'000**	**$'000**	**$'000**
Revenue recognised that was included in the contract liabilities balance at the beginning of the year	**-**	-	**20,173**	21,171
Increases due to cash received, excluding amounts recognised as revenue during the year	**-**	-	**(97,472)**	(20,173)
Contract assets reclassified to trade receivables	**(7,316)**	(13,370)	**-**	-
Changes in measurement of progress	**464,983**	19,012	**-**	-

Transaction price allocated to the remaining performance obligations

As at 30 June 2021, the amount allocated to the sale of development properties is $1,002.1 million. This will be recognised as revenue by reference to surveys of work performed, which is expected to complete over the next three years.

21. OTHER INCOME

	Note	Group 2021 $'000	Re-presented* 2020 $'000
Fair value gain on investment properties	5	**71,521**	-
Fair value gain on derivative financial instruments		**34,594**	-
Gain on disposal of property, plant and equipment		**14**	126,157
Gain on disposal of investment properties		**295**	-
Gain on disposal of interest in a subsidiary	30	**1,411**	2,798
Income from forfeiture of deposit		**5,568**	1,380
Interest income from fixed deposits with banks		**11,928**	12,023
Interest income from a joint venture	29f	**4,878**	5,236
Net foreign exchange gain		**-**	4,900
Rental income		**1,747**	2,329
Others		**6,980**	5,690
		138,936	160,513

* See note 34.

22. OTHER EXPENSES

	Note	Group 2021 $'000	Re-presented* 2020 $'000
Fair value loss on derivative financial instruments		**-**	65,475
Fair value loss on investment properties	5	**-**	8,275
Impairment loss on investment in a joint venture	7	**-**	47,000
Net foreign exchange loss		**4,680**	-
Write-off of property, plant and equipment		**842**	-
Others		**3,953**	7,703
		9,475	128,453

* See note 34.

Notes to the Financial Statements

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23. FINANCE COSTS

	Note	Group 2021 $'000	Group 2020 $'000
Interest expense:-			
Financial institutions		**110,907**	132,536
Medium-term notes		**37,626**	40,858
Non-controlling interests	29c,d,e	**22,896**	26,142
		171,429	199,536
Less: Interest expense capitalised in:-			
Investment properties	5	**(45,261)**	(46,943)
Development properties	9	**(30,498)**	(44,311)
		(75,759)	(91,254)
		95,670	108,282

24. PROFIT BEFORE TAX

a. The following items have been included in arriving at profit before tax:-

	Note	Group 2021 $'000	Group Re-presented* 2020 $'000
Allowance for foreseeable losses on development properties		**1,382**	4,725
(Reversal)/Allowance for credit loss on trade and other receivables		**(134)**	223
Depreciation of property, plant and equipment and right-of-use assets	4	**15,730**	17,222
Direct operating expenses of investment properties		**29,298**	30,260
Operating lease expenses		**506**	556
Management fees paid and payable to:-			
Intermediate holding company	29b	**-**	5,319
Related corporations	29b	**5,091**	791
		5,091	6,110
Auditors' remuneration:-			
Auditors of the Company		**557**	543
Other auditors		**430**	409
		987	952
Non-audit fees:-			
Auditors of the Company		**-**	5
Other auditors		**18**	28
		18	33
Staff costs:-			
Wages, salaries and benefits		**50,008**	66,479
Contributions to defined contribution plans		**4,523**	5,739
(Write-back)/Share-based payments		**(6,419)**	2,387
Liability for short-term accumulating compensated absences		**146**	156
Government grants		**(3,489)**	(3,515)
		44,769	71,246

Government grants represents the grant provided by the Singapore Government for wages paid to local employees under the Jobs Support Scheme.

24. PROFIT BEFORE TAX (CONT'D)

b. Key Management Personnel Remuneration

The key management personnel remuneration included as part of staff costs is as follows:-

	Group 2021 $'000	Group 2020 $'000
Wages, salaries and benefits	**6,473**	8,373
Contributions to defined contribution plans	**127**	170
(Write-back)/Share-based payments	**(6,419)**	2,387
	181	10,930
Directors' fees	**621**	621

* See note 34.

25. TAX EXPENSE

	Group 2021 $'000	Group Re-presented* 2020 $'000
Current tax		
Current year	**68,017**	41,769
(Over)/Under provision in respect of prior years	**(19,693)**	3,747
	48,324	45,516
Foreign withholding tax	**3,933**	1,097
	52,257	46,613
Deferred tax		
Movements in temporary differences	**(14,495)**	20,064
Tax expense on continuing operations	**37,762**	66,677

A reconciliation of the effective tax rate is as follows:-

	Group 2021 $'000	Group Re-presented* 2020 $'000
Profit before tax from continuing operations	**239,875**	156,078
Less: Share of profit of associates and joint ventures	**(12,704)**	(20,922)
Profit before share of profit of associates, joint ventures and tax	**227,171**	135,156
Tax calculated using the Singapore tax rate of 17% (2020: 17%)	**38,619**	22,977
Effect of different tax rates in foreign jurisdictions	**3,002**	8,811
Effect of unrecognised tax losses and other deductible temporary differences	**398**	6,363
Expenses not deductible for tax purpose	**20,062**	27,920
Foreign withholding tax	**3,933**	2,781
Land appreciation tax	**15,765**	-
Income not subject to tax	**(19,694)**	(3,659)
(Over)/Under provision in respect of prior years	**(19,693)**	3,747
Effect of taxable distributions from associate	**106**	248
Others	**(4,736)**	(2,511)
	37,762	66,677

* See note 34.

Notes to the Financial Statements

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25. TAX EXPENSE (CONT'D)

Tax expense on continuing operations excludes tax credit from discontinued operation of $0.5 million (2020: tax expense of $2.0 million), which has been included in "(loss)/profit from discontinued operation (net of tax)" in the statement of profit or loss (note 34).

During the year, the over provision of current tax in respect of prior years arose from the revision of land appreciation tax rate to align with the progress of a project in Shanghai. A different land appreciation tax rate from the prior year was applied in the tax computation as the profit margin for the overall project changed.

26. EARNINGS PER SHARE AND DILUTED EARNINGS PER SHARE

The calculation of basic earnings per share ("EPS") was based on the profit attributable to ordinary equity holders of the Company, and the weighted average number of ordinary shares of the Company in issue, after adjusting for the shares acquired by the Trust during the financial year.

Profit attributable to ordinary equity holders of the Company used in the computation of basic EPS is calculated as follows:-

	Group	
	2021	**2020**
	$'000	**$'000**
Profit attributable to equity holders of the Company	**169,106**	114,069
Less: Profit attributable to perpetual securities holders	**(19,019)**	(18,943)
Profit attributable to ordinary equity holders of the Company	**150,087**	95,126
	'000	**'000**
Issued ordinary shares at 30 June	**1,183,373**	1,183,373
Effect of own shares held by the Trust	**(73,605)**	(73,605)
Weighted average number of ordinary shares used in the computation of basic EPS	**1,109,768**	1,109,768

Diluted EPS is calculated on the same basis as that of EPS except that the Group's weighted average number of ordinary shares have been adjusted for the dilution effects of all dilutive potential ordinary shares as shown below:-

	Group	
	2021	**2020**
	$'000	**$'000**
Profit attributable to ordinary equity holders of the Company	**150,087**	95,126
	'000	**'000**
Weighted average number of ordinary shares used in the computation of basic and diluted EPS	**1,109,768**	1,109,768
Assumed exercise of share options	**-**	-
Weighted average number of ordinary shares used in the computation of diluted EPS	**1,109,768**	1,109,768

For the year ended 30 June 2021 and 2020, diluted EPS was the same as the basic EPS as there were no dilutive potential ordinary shares in issue.

27. EMPLOYEE BENEFITS

a. Company

GuocoLand Limited Executive Share Scheme

(i) The GuocoLand Limited Executive Share Scheme was approved by shareholders of the Company on 25 October 2018 and further approved by shareholders of Guoco Group Limited ("GGL") (an intermediate holding company of the Company) on 12 December 2018 ("ESS 2018") in place of the GuocoLand Limited Executives' Share Option Scheme ("ESOS 2008") which had since expired on 20 November 2018. ESS 2018 shall continue to be in force for a maximum period of 10 years from 12 December 2018 to 11 December 2028.

(ii) The ESS 2018 shall be administered by the Remuneration Committee comprising Mr Abdullah Bin Tarmugi (Chairman), Mr Quek Leng Chan and Ms Jennie Chua Kheng Yeng who are non-participants.

(iii) Under the ESS 2018, newly issued and/or existing issued ordinary shares of the Company ("Shares") may be offered to selected key executives of the Company ("Eligible Executives") via the executive share option scheme or the executive share grant scheme, or a combination of both.

(iv) During the financial year, no grant has been made under ESS 2018.

The termination of the ESOS 2008 does not affect options which had been granted thereunder and accepted but which remained unexercised (whether fully or partially) on termination and participants would still be able to exercise such options granted under ESOS 2008. The details pursuant to the ESOS 2008 are as follows:-

Participant(s)	Options granted during the financial year	Aggregate options granted since the commencement of the ESOS 2008 to end of financial year	Aggregate options exercised since the commencement of the ESOS 2008 to end of financial year	Aggregate options lapsed since the commencement of the ESOS 2008 to end of financial year	Aggregate options outstanding under ESOS 2008 to end of financial year
Executive Director					
Raymond Choong Yee How	-	20,000,000	-	(20,000,000)*	-
Executives	-	32,521,725	-	(32,521,725)**	-
Total	-	52,521,725	-	(52,521,725)	-

The options under ESOS 2008 were granted at the exercise price of $1.984 per Share which was set at a discount of 5.8% to the market price of the Shares based on the 5-day weighted average market price of the Shares immediately prior to 8 December 2017 being the date of grant. The options will be valid from the date of grant till the date of vesting and exercise. All the options granted had been accepted by the participants and each option shall be exercisable, in whole or in part, subject to certain performance targets being met following the end of the performance period concluding in the financial year ended 30 June 2019 and 30 June 2021. The options may be exercisable and valid up to 30 months from the date of vesting. As at 30 June 2021, all the options under ESOS 2008 had lapsed.

* Mr Raymond Choong Yee How retired as Group President & Chief Executive Officer on 30 June 2021, and accordingly the 20,000,000 options had lapsed.

** Includes 5,000,000 options granted to Mr Cheng Hsing Yao who was appointed Group Managing Director & Chief Executive Officer on 1 July 2021. The said options had lapsed on 30 June 2021.

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For the year ended 30 June 2021

27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

GuocoLand Limited Executive Share Scheme (cont'd)

Save as disclosed, there was no participant who has received 5% or more of the total number of options available under the ESOS 2008. No new Shares were issued by virtue of the exercise of option under ESOS 2008. During the financial year, no option was exercised (2020: Nil) and 37,900,000 options had lapsed (2020: Nil). Accordingly, there was a write back of share based payments of $6.4 million.

(v) Other information regarding the ESS 2018 is as follows:-

1. Eligibility

Eligible Executives must be at least 18 years of age on the date when an offer is made and has been confirmed in service. Non-executive directors, the Company's controlling shareholders or their associates, directors and employees of the Company's controlling shareholders, directors and employees of associated companies of the Company and directors and employees of the Company's holding company and its subsidiaries (excluding the Company and its subsidiaries) shall not participate in ESS 2018.

2. Maximum Entitlement

The maximum entitlement for each Eligible Executive in respect of the total number of new Shares to be issued upon exercise of options granted in any 12-month period shall not exceed 1% of the total number of issued Shares immediately before such option offer. For the avoidance of doubt, to the extent the exercise of any option granted to an Eligible Executive is satisfied by the transfer of existing issued Shares (including treasury shares), such option and number of existing issued Shares (including treasury shares) shall not be subject to or taken into account for purposes of such limit.

3. Grant of Options

(a) The exercise price per Share shall be a price equal to the 5-day weighted average market price of the Shares immediately preceding the date of offer of the option ("Market Price") or, if discounted, shall not be at a discount of more than 20% (or such other discount as the relevant authority shall permit) to the Market Price.

(b) Option granted to an Eligible Executive may be exercisable by that Eligible Executive only during his employment, within the option exercise period and subject to any other terms and conditions as may be contained in the Option certificate. The minimum period which an option must be held before it can be exercised:-

(1) where the option is granted at a discount to the Market Price, shall be at least 2 years from the date of offer; and

(2) where the option is granted without any discount, shall be at least 1 year from the date of offer.

27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

GuocoLand Limited Executive Share Scheme (cont'd)

(v) Other information regarding the ESS 2018 is as follows:- (cont'd)

3. Grant of Options (cont'd)

(c) Eligible Executives to whom the options have been granted do not have the right to participate, by virtue of the option, in a share issue of any other company, except in the share scheme(s) of companies within the Group.

4. Grant of Shares ("Grant Offer")

(a) Grant Offer to Eligible Executives may be made upon such terms and conditions including the number of Shares to be vested pursuant to a grant at the end of the performance period based on the achievement of the prescribed financial and performance targets or criteria.

(b) Grant Offer must be accepted by the Eligible Executive who has been made a Grant Offer ("Offeree") within 30 days from the date of offer accompanied by a payment of $1 as consideration.

(c) The Offeree may be vested Shares only during his employment or directorship within the Group and subject to any other terms and conditions as may be contained in the grant certificate.

(vi) Since the commencement of the scheme, there was no grant of options or Shares made to controlling shareholders of the Company and their associates or parent group employees as they are not participants in ESS 2018.

Except as disclosed above, there were no unissued Shares of the Company or its subsidiaries under options granted by the Company or its subsidiaries as at the end of the financial year.

Measurement of Fair Value of Options

The fair value of services received in return for share options granted are measured by reference to the fair value of share options granted. The estimate of the fair value of the services received is measured based on a Black-Scholes model. The expected life used in the model has been adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions and behavioural considerations. The expected volatility is based on the historical volatility for the expected option life period prior to the date of the grant. The expected dividend yield is based on the past one year's historical dividend payout over the market share price of the Company on the ex-dividend date.

Notes to the Financial Statements
For the year ended 30 June 2021

27. EMPLOYEE BENEFITS (CONT'D)

a. Company (cont'd)

Measurement of Fair Value of Options (cont'd)

Date of grant of options	**8 December 2017**
Fair value of share options and assumptions	
Fair value at grant date	$0.241 to $0.285
Share price at grant date	$2.18
Exercise price	$1.984
Expected volatility	12.96% to 16.35%
Expected option life	1.94 years to 5.94 years
Expected dividend yield	2.95%
Risk-free interest rate	1.51% to 1.79%

Shares held by Trust

In October 2004, the Company established a Trust in respect of the Executive Share Scheme ("ESS"). Pursuant to a trust deed between the Company and the Trust, the Trust had acquired Shares from the market for the purpose of satisfying options granted or to be granted to participants under the ESS. Subject to financial performance and other targets being met by these participants, Shares held under the Trust may be transferred to them upon exercise of their share options. As at 30 June 2021, the Trust held an aggregate of 73.6 million (2020: 73.6 million) Shares. For accounting purposes, the assets and liabilities of the Trust are recognised as assets and liabilities of the Company and Shares held by the Trust are accounted for as treasury shares of the Company.

b. GuocoLand (Malaysia) Berhad ("GLM")

GLM Executive Share Scheme

(i) The GLM Executive Share Option Scheme ("GLM ESOS") was implemented on 21 March 2012 and shall be in force for a period of 10 years.

The Executive Share Grant Scheme ("ESGS") was implemented on 28 February 2014.

The GLM ESOS, together with the ESGS, have been renamed as the Executive Share Scheme ("GLM ESS"). For ease of administration, the Bye-Laws of the GLM ESOS were amended to incorporate the ESGS to form the consolidated Bye-Laws of the GLM ESS ("GLM Bye-Laws").

The main features of the GLM ESS are, inter alia, as follows:-

1. Eligible executives are those executives of the GLM Group who have been confirmed in service on the date of offer or directors (executive or non-executive) of GLM and its subsidiaries. The Board of Directors of GLM (the "GLM Board") may from time to time at its discretion select and identify suitable eligible executives to be offered options or grants.

27. EMPLOYEE BENEFITS (CONT'D)

b. GuocoLand (Malaysia) Berhad ("GLM") (cont'd)

GLM Executive Share Scheme (cont'd)

The main features of the GLM ESS are, inter alia, as follows:- (cont'd)

2. The aggregate number of shares to be issued under the ESS and any other ESOS established by GLM shall not exceed 10% of the issued and paid-up ordinary share capital (excluding treasury shares) of GLM at any one time ("Maximum Aggregate"). The Maximum Aggregate shall be subjected to the provision that the total number of new shares of GLM which may be issued upon exercise of options under the GLM ESS must not in aggregate exceed 10% of the issued and paid-up ordinary share capital of GLM on the date the GLM ESOS was approved by the shareholders of GGL, unless approval shall have been obtained from the shareholders of GGL.

3. The GLM ESS shall be in force until 20 March 2022.

4. The option price shall not be at a discount of more than 10% (or such discount as the relevant authorities shall permit) from the 5-day weighted average market price of the shares of GLM preceding the date of offer and shall in no event be less than the par value of the shares of GLM.

5. No consideration is required to be payable by eligible executives for shares of GLM to be vested pursuant to share grants.

6. Option granted to an option holder is exercisable by the option holder only during his/her employment or directorship with the GLM Group and within the option exercise period subject to any maximum limit as may be determined by the GLM Board under the GLM Bye-Laws.

7. Shares of GLM granted to a share grant holder will be vested to the share grant holder only during his/her employment or directorship with the GLM Group subject to any maximum limit as may be determined by the GLM Board under the GLM Bye-Laws.

8. The exercise of options and the vesting of shares of GLM may, at the discretion of the GLM Board, be satisfied by way of issuance of new shares, transfer of existing shares purchased by a trust established for the GLM ESS ("GLM ESS Trust"); or a combination of both new shares or existing shares.

The GLM ESS Trust did not acquire any ordinary shares of GLM during the financial years ended 30 June 2021 and 30 June 2020.

Except as disclosed above, no option or shares in GLM have been granted under the GLM ESS during the financial years ended 30 June 2021 and 30 June 2020.

(ii) On 22 August 2011, GLM has established a Value Creation Incentive Plan ("VCIP") for selected key executives of the GLM Group to incentivise them towards achieving long term performance targets through the grant of options over GLM shares, which options will be satisfied through the transfer of existing GLM shares held by the GLM ESS Trust.

As the VCIP does not involve any issuance of new GLM shares, the VCIP and the grant of options under the VCIP do not require the approval of shareholders of GLM and GGL.

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For the year ended 30 June 2021

27. EMPLOYEE BENEFITS (CONT'D)

b. GuocoLand (Malaysia) Berhad ("GLM") (cont'd)

GLM Executive Share Scheme (cont'd)

During the financial year, no share option was granted and 15,000,000 share options lapsed pursuant to the GLM's VCIP. As at 30 June 2021, the balance options are 3,000,000 (2020: 18,000,000). The options granted are subject to the achievement of certain performance criteria by the option holders over two performance periods concluding at the end of the financial years ended 30 June 2019 and ending 30 June 2021 respectively. The achievement of the performance targets and the number of GLM shares (if any) to be vested shall be determined by the GLM Board following the end of the respective performance periods.

The GLM Board shall have the discretion to determine the aggregate allocation of shares to directors and senior management of GLM pursuant to the GLM ESS and the VCIP, but in any case, it shall not exceed the Maximum Aggregate.

28. DIVIDENDS

	2021 $'000	2020 $'000
Paid by the Company to ordinary equity holders of the Company		
Final one-tier ordinary dividend paid of 6 cents (2020: 7 cents) per ordinary share in respect of the previous financial year*	**66,586**	77,684
Paid by subsidiaries to non-controlling interests	**17,682**	1,492

After the reporting date, the Directors proposed a one-tier final dividend of 6 cents (2020: one-tier final dividend of 6 cents) per ordinary share amounting to $66.6 million (2020: $66.6 million). The dividends have not been provided for.

* Dividend payments in respect of 73.6 million (2020: 73.6 million) ordinary shares of the Company which were held by the Trust for the ESS were eliminated.

29. RELATED PARTY TRANSACTIONS

In addition to the related party information disclosed elsewhere in the financial statements, there were the following significant related party transactions between the Group and related parties based on terms agreed between the parties during the financial year:-

a. Rental income of $2.2 million was received for the financial year ended 30 June 2021 (2020: $2.2 million) and will continue to be receivable by the Group pursuant to lease agreements entered into with companies in which two of the directors have an interest.

29. RELATED PARTY TRANSACTIONS (CONT'D)

b. During the year, the Group signed a renewal of the Management Agreement with a related corporation, GuoLine Group Management Company Pte. Ltd. ("GGMC"), a wholly owned subsidiary of GuoLine Capital Assets Limited, which is the ultimate holding company of the Company, in relation to the provision of services to the Group for a further period of 3 years up to 30 June 2023. The said Management Agreement was entered into, on the same terms and conditions as the previous agreement signed with the Company's intermediate holding company, Guoco Group Limited, which had expired on 30 June 2020. In accordance with the Management Agreement, the payment of the annual fee to GGMC will be based on the equivalent of 3% of the profit before tax of the Company's subsidiaries. The aggregate fees payable by the Group in each financial year to GGMC shall in any event not exceed 2% of the audited consolidated net tangible assets of the Company for the relevant financial year. Two directors of the Company are also directors of GGMC (note 24).

c. The Group has entered into shareholders' agreements with its immediate holding company, GuocoLand Assets Pte. Ltd., for the acquisition and development of a commercial site in Singapore through its subsidiaries, Guoco Midtown Pte. Ltd. and Midtown Bay Pte. Ltd. As at 30 June 2021, $66.7 million (2020: $54.9 million) of non-controlling interests and $165.4 million (2020: $146.6 million) of amount due to non-controlling interests were in relation to contributions by the immediate holding company for its equity interests in the projects. During the year, $4.9 million (2020: $5.6 million) of interest payable was accrued in the amount due to non-controlling interests.

d. The Group has entered into shareholder's agreement with a related corporation, Hong Leong Holdings (China) Pte. Ltd., for the acquisition and development of four land parcels situated within Yuzhong and Yubei districts of Chongqing, the People's Republic of China through its subsidiary, GLL Chongqing 18 Steps Pte. Ltd. As at 30 June 2021, $59.3 million (2020: $60.5 million) of non-controlling interests and $172.7 million (2020: $172.3 million) of amount due to non-controlling interests were in relation to contributions by the related corporation for its equity interests in the projects. During the year, $8.4 million (2020: $10.3 million) of interest payable was accrued in the amount due to non-controlling interests.

e. The Group has entered into shareholder's agreement with related corporations, Intrepid Investments Pte. Ltd and Hong Realty Pte. Ltd, for the acquisition and development of a residential site in Singapore through its subsidiaries, Midtown Modern Pte. Ltd. (formerly known as MTG Apartments Pte. Ltd.) and Guoco Midtown II Pte. Ltd. (formerly known as MTG Retail Pte. Ltd.). As at 30 June 2021, $38.1 million (2020: $44.9 million) of non-controlling interests and $95.1 million (2020: $88.6 million) of amount due to non-controlling interests were in relating to contributions by the related corporations for its equity interests in the projects. During the year, $2.9 million (2020: $2.0 million) of interest payable was accrued in the amount due to non-controlling interests.

f. The Group has entered into shareholder's agreement with related corporations, Intrepid Investments Pte. Ltd. and Hong Realty Pte. Ltd., for the acquisition and development of a residential site in Singapore through its joint venture, Carmel Development Pte. Ltd. ("Carmel"). As at 30 June 2021, $156.8 million (2020: $149.9 million) of shareholder's loan was injected into Carmel by the Group for its equity interest in the project (note 7). During the year, $4.9 million (2020: $5.2 million) of interest receivable was accrued in the amount due from joint venture.

g. In 2020, a subsidiary of the Group sold a unit in Midtown Bay, a residential development in Singapore to a relative of certain directors of the Company for a sale consideration of $1.3 million in the ordinary course of its business.

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For the year ended 30 June 2021

30. CHANGES IN INTERESTS IN SUBSIDIARIES

Disposal of interests in a subsidiary

In 2021, the Group disposed its investment in a subsidiary, Beijing Jiang Sheng Property Development Co., Ltd. for a consideration of $0.6 million (RMB3.0 million).

The cash flows and net assets relating to the subsidiary disposed are summarised as follows:-

	2021 **$'000**
Net assets disposed	**-**
Realisation of translation reserve	**(815)**
Disposal costs	**18**
Gain on disposal of a subsidiary	**1,411**
Sale consideration	**614**
Disposal costs paid	**(18)**
Net sales consideration received	**596**

In 2020, the Group disposed its investment in a subsidiary, Beijing Ming Hua Property Co. Ltd. for a consideration of $4.8 million (RMB23.85 million). As at 30 June 2020, the sales consideration has been deposited in an escrow account.

The cash flows and net assets relating to the subsidiary disposed are summarised as follows:-

	2020 **$'000**
Inventories	1,324
Cash and cash equivalents	719
Other net current payables	(11)
Non-controlling interests	(508)
Net assets disposed	1,524
Realisation of translation reserve	459
Gain on disposal of a subsidiary	2,798
Sale consideration	4,781
Cash balances of a subsidiary disposed	(719)
Net sales consideration receivable	4,062

31. FINANCIAL INSTRUMENTS

a. Financial Risk Management Objectives and Policies

The Group operates and generates a substantial part of its business from Singapore, China and Malaysia. The Group's activities expose it to market risks, including the effects of changes in foreign currency exchange rates and interest rates. The Group's overall risk management program seeks to minimise the adverse effects caused by the unpredictability of financial markets on the financial performance of the Group.

Risk management is carried out by the Treasury Department of the Group under a set of approved policies which provides principles and guidelines for overall risk management, as well as policies covering specific areas, such as foreign exchange risk, interest rate risk, use of derivative financial instruments and investing excess liquidity.

Derivative financial instruments are used to reduce exposure to fluctuations in foreign exchange rates or interest rates. While these are subject to the risks of market rates changing subsequent to the execution of the derivative financial instruments, such changes are generally offset by opposite effects on the exposure being hedged.

The Group's accounting policy in relation to the derivative financial instruments is set out in note 3e.

b. Market Risk

Market risk is the risk that changes in market prices, such as foreign exchange rates and interest rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return on risk.

(i) Foreign Currency Risk

The Group generally hedges its foreign exchange exposure using forward exchange contracts with external parties where appropriate. The contracts used in its hedging program have terms of 12 months or less. Foreign exchange exposures in transactional currencies other than functional currencies of the operating entities are kept to an acceptable level.

The Company does not have significant exposure to foreign currency risk.

Notes to the Financial Statements

For the year ended 30 June 2021

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(i) Foreign Currency Risk (cont'd)

The following table details the Group's exposure at the end of the reporting period to currency risk arising from recognised assets or liabilities denominated in a currency other than the functional currency of the entity to which they relate. Differences resulting from the translation of the financial statements of foreign operations into the Group's presentation currency and exposure arising from intercompany balances which are considered to be in the nature of interests in subsidiaries and derivatives entered into as net investment hedge (note 11) are excluded.

	US Dollar $'000	Chinese Renminbi $'000	Hong Kong Dollar $'000	Malaysian Ringgit $'000
Group				
30 June 2021				
Other receivables	**-**	**4,542**	**-**	**-**
Cash and cash equivalents	**5,440**	**79,848**	**-**	**13,235**
Other payables	**-**	**(173,691)**	**(817)**	**(13)**
Loans and borrowings	**-**	**(85,183)**	**(69,280)**	**-**
Net exposure in the statement of financial position	**5,440**	**(174,484)**	**(70,097)**	**13,222**
Cross currency interest rate swaps	**-**	**(142,669)**	**-**	**-**
Forward exchange contracts	**-**	**(125,739)**	**-**	**-**
Total exposure	**5,440**	**(442,892)**	**(70,097)**	**13,222**
30 June 2020				
Other receivables	-	93,505	-	-
Cash and cash equivalents	5,503	129	-	118
Other payables	-	(172,453)	(849)	(13)
Loans and borrowings	-	(80,858)	(72,040)	-
Net exposure in the statement of financial position	5,503	(159,677)	(72,889)	105
Cross currency interest rate swaps	-	(135,426)	-	-
Total exposure	5,503	(295,103)	(72,889)	105

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(i) Foreign Currency Risk (cont'd)

Sensitivity Analysis

A strengthening of the following foreign currencies against the functional currencies at the reporting date would increase or (decrease) the profit or loss by the amounts shown below. There is no impact on the other components of equity. This analysis assumes that all other variables, in particular interest rates, remain constant and does not take into account the associated tax effects and share of non-controlling interests.

Functional Currencies	Foreign Currencies	Rate of Increase in Foreign Currencies	Profit Before Tax $'000
Group			
2021			
RMB	**USD**	**2.04%**	**111**
SGD	**RMB**	**0.60%**	**(2,657)**
SGD	**HKD**	**2.73%**	**(1,914)**
SGD	**MYR**	**0.13%**	**17**
2020			
RMB	USD	1.05%	58
SGD	RMB	0.86%	(2,538)
SGD	HKD	2.19%	(1,596)
SGD	MYR	0.43%	*

* Less than $1,000

A weakening of the above foreign currencies against the functional currencies would have an equal but opposite effect.

(ii) Interest Rate Risk

The Group's policy is to minimise adverse effects on the financial performance of the Group as a result of changes in market interest rates. The Treasury Department evaluates, recommends and carries out hedge strategies that have been approved. The management of interest rate risk is reported and reviewed by on a monthly basis. To obtain the most favourable overall finance cost, the Group may use interest rate swaps to hedge its interest rate exposure. Apart from cash and cash equivalents, the Group has no other significant interest-bearing assets.

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31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(ii) Interest Rate Risk (cont'd)

The Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the reference interest rates, tenors, repricing dates and maturities and the notional or par amounts. If a hedging relationship is directly affected by uncertainty arising from interest rate benchmark reform, then the Group assumes for this purpose that the benchmark interest rate is not altered as a result of interest rate benchmark reform.

The Group assesses whether the derivative designated in each hedging relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the hypothetical derivative method.

In these hedge relationships, the main sources of ineffectiveness are:-

- the effect of the counterparty and the Group's own credit risk on the fair value of the swaps, which is not reflected in the change in the fair value of the hedged cash flows attributable to the change in interest rates; and
- differences in repricing dates between the swaps and the borrowings.

Hedging relationships that are impacted by interest rate benchmark reform may experience ineffectiveness because of a timing mismatch between the hedged item and the hedging instrument regarding interest rate benchmark reform transition. For further details, see "Managing interest rate benchmark reform and associated risks" below.

Managing interest rate benchmark reform and associated risks

Overview

A fundamental reform of a major interest rate benchmarks is being undertaken globally, including the replacement of some interbank offered rates (IBORs) with alternative nearly risk-free rates (referred to as "IBOR reform"). The Group has exposures to IBORs on its financial instruments that will be replaced or reformed as part of these market-wide initiatives. There is uncertainty over the timing and the methods of transition in some jurisdictions that the Group operates in. The Group anticipates that IBOR reform will impact its risk management and hedge accounting.

The Group treasury function monitors and manages the Group's transition to alternative rates. The Treasury Department evaluates the extent to which contracts reference IBOR cash flows, whether such contracts will need to be amended as a result of IBOR reform and how to manage communication about IBOR reform with counterparties. The Treasury Department reports and provides periodic reports to management of interest rate risk and risks arising from IBOR reform and collaborates with other business functions as needed.

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(ii) Interest Rate Risk (cont'd)

Managing interest rate benchmark reform and associated risks (cont'd)

Derivatives

The Group holds interest rate swaps for risk management purposes which are designated in cash flow hedging relationships. The interest rate swaps have floating legs that are indexed to SIBOR or SOR. The Group's derivative instruments are governed by contracts based on the International Swaps and Derivatives Association (ISDA)'s master agreements. The Group expects to negotiate the inclusion of new fall-back clauses with its derivative counterparties. No derivative instruments have been modified as at 30 June 2021.

Hedge accounting

The Group has evaluated the extent to which its cash flow hedging relationships are subject to uncertainty driven by IBOR reform as at 30 June 2021. The Group's hedged items and hedging instruments continue to be indexed to IBOR benchmark rates which are SIBOR and SOR. These benchmark rates are quoted each day and the IBOR cash flows are exchanged with it counterparties as usual.

The Group's SIBOR and SOR cash flow hedging relationships extend beyond the anticipated cessation date for IBOR. However, there is uncertainty about when and how replacement may occur with respect to the relevant hedged items and hedging instruments. Such uncertainty may impact the hedging relationship. The Group applies to the amendments to SFRS(I) 9 issued in December 2019 to those hedging relationships directly affected by IBOR reform.

Hedging relationships impacted by IBOR reform may experience ineffectiveness attributable to market participants' expectations of when the shift from existing IBOR benchmark rate to an alternative benchmark interest rate will occur. This transition may occur at different times for the hedged item and hedging instrument, which may lead to hedge ineffectiveness. The Group has measured its hedging instruments indexed to Singapore-dollar SIBOR or SOR using available quoted market rates for SIBOR and SOR on a similar basis.

The Group's exposure to Singapore-dollar SOR and SIBOR designated in hedging relationships is $216.7 million nominal amount at 30 June 2021, representing both the nominal amount of the hedging interest rate swap and the principal amount of the Group's hedged SGD-denominated unsecured bank loan liabilities maturing in 2022.

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For the year ended 30 June 2021

31. FINANCIAL INSTRUMENTS (CONT'D)

b. Market Risk (cont'd)

(ii) Interest Rate Risk (cont'd)

Exposure to interest rate risk

At the reporting date, the interest rate profile of the Group's interest-bearing financial instruments, as reported to the management, was as follows:-

	Group Nominal amount	
	30 June 2021 $'000	**30 June 2020 $'000**
Fixed rate instruments		
Financial assets	**706,690**	717,984
Financial liabilities	**(1,450,534)**	(1,549,495)
Interest rate swaps	**(1,601,000)**	(1,601,000)
	(2,344,844)	(2,432,511)
Variable rate instruments		
Financial liabilities	**(4,312,494)**	(4,346,379)
Interest rate swaps	**1,601,000**	1,601,000
	(2,711,494)	(2,745,379)

Fair value sensitivity analysis for fixed rate instruments

The Group does not account for any fixed rate financial assets and liabilities at fair value through profit or loss, and the Group does not designate derivatives (interest rate swaps) as hedging instruments under a fair value hedge accounting model. Therefore, in respect of the fixed rate assets and liabilities, a change in interest rates at the reporting date would not affect profit or loss.

Cash flow sensitivity analysis for variable rate instruments

An increase in the interest rates of 2 basis points for SGD (2020: 6 basis points for SGD and 25 basis points for MYR) at the reporting date would decrease the Group's profit before income tax by $0.7 million (2020: $3.3 million). The impact on the Group's profit is estimated as an annualised impact on interest expense or income of such a change in interest rates. There is no impact on the other components of equity. This analysis assumes that all other variables, in particular foreign currency rates, remain constant and does not take into account the effects of qualifying borrowing costs allowed for capitalisation, the associated tax effects and share of non-controlling interests. A decrease in the interest rates would have an equal but opposite effect.

31. FINANCIAL INSTRUMENTS (CONT'D)

c. Credit Risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers and investment securities.

The carrying amount of financial assets in the statement of financial position represents the Group and the Company's respective maximum exposure to credit risk, before taking into account any collateral held. The Group and the Company do not hold any collateral in respect of its financial assets.

Trade receivables and contract assets

The Group uses a provision matrix to measure the lifetime expected credit loss allowance for trade receivables and contract assets.

In measuring the expected credit losses, trade receivables and contract assets are grouped based on similar credit risk characteristics and days past due. In calculating the expected credit loss rates, the Group considers historical loss rates for each category of customers under each business.

Trade and other receivables and contract assets are written off when there is no reasonable expectation of recovery, such as a debtor failing to engage in a repayment plan with the Group. The Group generally considers a financial asset as in default if the counterparty fails to make contractual payments within 90 days when they fall due and writes off the financial asset when the Group assesses that the debtor fails to make contractual payments. Where receivables are written off, the Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in profit or loss.

(i) The movements in credit loss allowance on trade and other receivables of the Group are as follows:-

	Trade receivables $'000	Other receivables $'000	Total $'000
Group			
At 1 July 2020	**1,516**	**676**	**2,192**
Allowance during the year	**55**	**-**	**55**
Reversal of allowance during the year	**(189)**	**-**	**(189)**
Translation differences	**(7)**	**(4)**	**(11)**
At 30 June 2021	**1,375**	**672**	**2,047**
At 1 July 2019	1,321	678	1,999
Allowance during the year	227	-	227
Reversal of allowance during the year	(4)	-	(4)
Allowance written off during the year	(23)	-	(23)
Translation differences	(5)	(2)	(7)
At 30 June 2020	1,516	676	2,192

Notes to the Financial Statements

For the year ended 30 June 2021

31. FINANCIAL INSTRUMENTS (CONT'D)

c. Credit Risk (cont'd)

(ii) The movements in credit loss allowance on amounts due from subsidiaries of the Company are as follows:-

	Amounts due from subsidiaries $'000
Company	
At 1 July 2020	**33,585**
Allowance during the year	**-**
At 30 June 2021	**33,585**

No aging analysis of contract assets and other receivables are presented as the majority of outstanding balances as at 30 June 2021 are current. The Group assesses that no credit loss allowance on other receivables is required, except for the amount written off as there is no reasonable expectation of recovery.

The Company's credit risk exposure to trade and other receivables is immaterial.

The Group limits its exposure to credit risk on investments in securities by dealing exclusively with high credit rating counterparties.

Transactions involving derivative financial instruments are allowed only with counterparties that are of high credit quality. It is the Group's policy to enter into financial instruments with a diversity of creditworthy local and international financial institutions.

Cash is placed with regulated financial institutions. Cash and cash equivalents are subject to immaterial credit loss.

The Group's policy is to provide financial guarantees only to wholly owned subsidiaries. The maximum exposure of the Company in respect of the intra-group financial guarantees is set out in note 33b. At reporting date, the Company does not consider it probable that a claim will be made against the Company under the intra-group financial guarantees.

d. Liquidity Risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

The Group monitors its liquidity risk by actively managing its debt portfolio and operating cash flows to ensure that all refinancing, repayments and funding requirements of the Group's operations are met. The Group maintains a sufficient level of cash and cash equivalents to meet the Group's working capital requirements.

The Group has contractual commitments to incur capital expenditure on its investment properties and development properties (note 32).

31. FINANCIAL INSTRUMENTS (CONT'D)

d. Liquidity Risk (cont'd)

The following are the contractual undiscounted cash outflows of financial liabilities, including interest payments:-

	Carrying amount $'000	Contractual cash flows $'000	Cash flows: Within 1 year $'000	Cash flows: Between 1 and 5 years $'000	Cash flows: More than 5 years $'000
Group					
30 June 2021					
Non-derivative financial liabilities					
Trade and other payables*	**(402,470)**	**(403,228)**	**(279,651)**	**(122,575)**	**(1,002)**
Loans and borrowings	**(5,112,233)**	**(5,340,121)**	**(1,033,230)**	**(4,306,891)**	**-**
	(5,514,703)	**(5,743,349)**	**(1,312,881)**	**(4,429,466)**	**(1,002)**
Derivative financial liabilities					
Interest rate swaps	**(57,458)**	**(67,197)**	**(29,360)**	**(37,837)**	**-**
Cross currency interest rate swaps	**(9,640)**	**(10,376)**	**(10,376)**	**-**	**-**
Forward exchange contracts	**(625)**	**(625)**	**(625)**	**-**	**-**
	(67,723)	**(78,198)**	**(40,361)**	**(37,837)**	**-**
	(5,582,426)	**(5,821,547)**	**(1,353,242)**	**(4,467,303)**	**(1,002)**
30 June 2020					
Non-derivative financial liabilities					
Trade and other payables*	(283,857)	(283,857)	(207,745)	(74,193)	(1,919)
Loans and borrowings	(5,265,249)	(5,646,723)	(883,003)	(4,562,975)	(200,745)
	(5,549,106)	(5,930,580)	(1,090,748)	(4,637,168)	(202,664)
Derivative financial liabilities					
Interest rate swaps	(92,677)	(50,979)	(16,115)	(34,864)	-
Cross currency interest rate swaps	(762)	(2,069)	(2,224)	155	-
	(93,439)	(53,048)	(18,339)	(34,709)	-
	(5,642,545)	(5,983,628)	(1,109,087)	(4,671,877)	(202,664)

* Excludes derivatives and amounts due to non-controlling interests.

Notes to the Financial Statements

For the year ended 30 June 2021

31. FINANCIAL INSTRUMENTS (CONT'D)

d. Liquidity Risk (cont'd)

The following are the contractual undiscounted cash outflows of financial liabilities, including interest payments:- (cont'd)

	Carrying amount $'000	Contractual cash flows $'000	Cash flows within 1 year $'000
Company			
30 June 2021			
Non-derivative financial liabilities			
Trade and other payables	**(1,009)**	**(1,009)**	**(1,009)**
30 June 2020			
Non-derivative financial liabilities			
Trade and other payables	(1,033)	(1,033)	(1,033)

The amounts due to non-controlling interests/amounts due to subsidiaries have not been included in the above table as the repayment is at the discretion of the Boards of the borrowing subsidiaries/the Company.

The maturity analysis shows the contractual undiscounted cash flows of the financial liabilities of the Group and the Company on the basis of their earliest possible contractual maturity. The disclosure shows net cash flow amounts for derivatives that are net cash-settled and gross cash inflow and outflow amounts for derivatives that have simultaneous gross cash settlement e.g. forward exchange contracts. Net-settled derivative financial assets are included in the maturity analyses as they are held to hedge the cash flow variability of the Group's floating rate loans. Except for these financial liabilities and the cash flows arising from the derivatives, it is not expected that the cash flows included in the maturity analysis above could occur significantly earlier, or at significantly different amounts.

The following table indicates the periods in which the cash flows associated with derivatives that are cash flow hedges are expected to impact profit or loss and the fair value of the related hedging instrument.

			Cash flows		
	Carrying amount $'000	Contractual cash flows $'000	Within 1 year $'000	Between 1 and 5 years $'000	More than 5 years $'000
Group					
2021					
Derivative financial instruments					
Cross currency interest rate swaps	**(3,671)**	**(3,731)**	**(3,731)**	**-**	**-**
2020					
Derivative financial instruments					
Cross currency interest rate swaps	911	(607)	(4,492)	3,885	-

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values

The carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy are as follows. It does not include fair value information for financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value. The carrying amounts of the Company's assets and liabilities approximate its fair value.

	Carrying amount				Fair value			
	Fair value through profit or loss $'000	At amortised cost $'000	Other financial liabilities $'000	Total $'000	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
Group								
30 June 2021								
Financial assets not measured at fair value								
Trade and other receivables#	-	80,053	-	80,053				
Cash and cash equivalents	-	1,129,289	-	1,129,289				
	-	1,209,342	-	1,209,342				
Financial liabilities measured at fair value								
Derivative financial liabilities	67,723	-	-	67,723	-	67,723	-	67,723
	67,723	-	-	67,723				
Financial liabilities not measured at fair value								
Loans and borrowings	-	-	5,112,233	5,112,233	-	5,123,287	-	5,123,287
Trade and other payables*	-	-	1,032,521	1,032,521				
	-	-	6,144,754	6,144,754				

Exclude prepayments.
* Excludes derivatives.

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For the year ended 30 June 2021

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values (cont'd)

	Carrying amount				Fair value			
	Fair value through profit or loss $'000	At amortised cost $'000	Other financial liabilities $'000	Total $'000	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
Group								
30 June 2020								
Financial assets measured at fair value								
Derivative financial assets	2,464	-	-	2,464	-	2,464	-	2,464
	2,464	-	-	2,464				
Financial assets not measured at fair value								
Trade and other receivables#	-	178,790	-	178,790				
Cash and cash equivalents	-	933,892	-	933,892				
	-	1,112,682	-	1,112,682				
Financial liabilities measured at fair value								
Derivative financial liabilities	93,439	-	-	93,439	-	93,439	-	93,439
	93,439	-	-	93,439				
Financial liabilities not measured at fair value								
Loans and borrowings	-	-	5,265,249	5,265,249	-	5,265,997	-	5,265,997
Trade and other payables*	-	-	900,454	900,454				
	-	-	6,165,703	6,165,703				

Excludes prepayments and derivatives.
* Excludes derivatives.

31. FINANCIAL INSTRUMENTS (CONT'D)

e. Accounting Classifications and Fair Values (cont'd)

(i) Valuation techniques and significant unobservable inputs

The following tables show the valuation techniques used in measuring Level 2 fair values.

Financial instruments measured at fair value

Type	Valuation technique
Group	
Forward exchange contracts, cross currency interest rate swaps and interest rate swaps	*Market comparison technique:* The fair values are based on broker quotes. Similar contracts are traded in an active market and the quotes reflect the actual transactions in similar instruments.

Financial instruments not measured at fair value

Type	Valuation technique
Group	
Loans and borrowings	*Discounted cash flow method:* The valuation model considers the present value of future principal and interest cash flows, discounted at the market rate of interest at the measurement date.

(ii) Transfers between Level 1 and 2

There were no transfers between levels during the financial year.

32. COMMITMENTS

The Group had the following commitments as at the reporting date:-

	Group	
	2021	**2020**
	$'000	**$'000**
Capital expenditure contracted but not provided for in the financial statements:-		
- investment properties	**248,355**	510,260
- development properties	**865,088**	583,766
	1,113,443	1,094,026

Notes to the Financial Statements

For the year ended 30 June 2021

33. CONTINGENT LIABILITIES

a. On 20 August 2015, the Group, through its subsidiary, GuocoLand (China) Limited ("GLC"), entered into a Master Transaction Agreement (the "Agreement") to dispose of all the equity, contractual and loan interest of GLC in or relating to the Dongzhimen project in Beijing ("DZM Project"). The Agreement provides that the buyer will indemnify GLC, its affiliates and representatives from and against all actions, losses and liabilities to which any of these parties is or may become subject to arising out of or related to the DZM Project in accordance with the terms and conditions therein.

b. The Company has issued financial guarantees to financial institutions in connection with banking facilities granted to a subsidiary. The periods in which the financial guarantees expire are as follows:-

	Company	
	2021	**2020**
	$'000	**$'000**
Within 1 year	**736,280**	325,858
Between 1 and 5 years	**455,183**	677,040
After 5 years	**-**	200,000
	1,191,463	1,202,898

Refer to note 16 for the guarantee in respect of the Perpetual Securities. The Company has also provided undertaking for financial support to certain subsidiaries to enable them to meet their obligations.

At the reporting date, the Company does not consider that it is probable that a claim will be made against the Company under the financial guarantee contracts. Accordingly, the Company does not expect any net cash outflows resulting from the financial guarantee contracts.

34. OPERATING SEGMENTS

Management has determined the operating segments based on the reports reviewed by the Group's Chief Executive Officer ("CEO") that are used to make strategic decisions. The Group's reportable operating segments are as follows:-

a. GuocoLand Singapore – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Singapore.

b. GuocoLand China – development of residential, commercial and integrated properties in China.

c. GuocoLand Malaysia – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Malaysia.

d. GuocoLand Vietnam – development of residential, commercial and integrated properties in Vietnam.

e. Others – include GuocoLand Hotels which is in the management and operation of hotels in Singapore, China and Malaysia, and EWI, which is in the investment in property development projects in United Kingdom and Australia.

34. OPERATING SEGMENTS (CONT'D)

Information regarding the results of each reportable segment is included below. Performance is measured based on segment profit after income tax, as included in the internal management reports that are reviewed by the CEO. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries. In presenting information on the basis of geographical segments, segment revenue is based on the geographical location of customers. Non-current assets are based on the geographical location of the assets.

Discontinued operation

In October 2020, the Group entered into an agreement to dispose of its two subsidiaries in Vietnam for a consideration of USD 28 million ($36.8 million). Upon completion of this transaction, the Group will not have any business operations in Vietnam. Accordingly, the GuocoLand Vietnam segment operation results have been presented as discontinued operation while its assets and liabilities were reclassified to assets and liabilities of disposal group held for sale in the current period. The segment was not previously presented as a discontinued operation or classified as held for sale as at 30 June 2020. Thus, the comparative statement of profit or loss has been re-presented to show the discontinued operation separately from continuing operations.

	2021 $'000	2020 $'000
Results of discontinued operation		
Revenue	-	7,039
Expenses	(3,101)	(4,419)
Results from operating activities	(3,101)	2,620
Tax credit/(expense)	516	(1,975)
(Loss)/Profit from discontinued activities, net of tax	(2,585)	645
(Loss)/Earnings per share (cents)		
Basic / Diluted	(0.23)	0.06

The loss from discontinued operation of $2.6 million (2020: profit of $0.6 million) is attributable entirely to the equity holders of the Company. Of the profit from continuing operations of $202.1 million (2020: $89.4 million), an amount of $171.7 million (2020: $113.4 million) is attributable to the equity holders of the Company.

	2021 $'000	2020 $'000
Cash flows from/(used in) discontinued operation		
Net cash (used in)/from operating activities	(194)	569
Net cash used in investing activities	-	(6)
Net cash flows for the year	(194)	563

Notes to the Financial Statements

For the year ended 30 June 2021

34. OPERATING SEGMENTS (CONT'D)

Discontinued operation (cont'd)

	2021 $'000
Effect of disposal of the financial position of the Group	
Property, plant and equipment	3
Inventories	6,930
Trade and other receivables	2,877
Cash and cash equivalents	11,046
Assets of disposal group held for sale	20,856
Trade and other payables	(2,530)
Net assets of disposal group held for sale	18,326
Net consideration	32,934
Cash and cash equivalents disposed of	(11,046)
Net cash inflow	21,888

34. OPERATING SEGMENTS (CONT'D)

	← Continuing Operations						→	Discontinued Operation	
	GuocoLand Singapore $'000	GuocoLand China $'000	GuocoLand Malaysia $'000	Others $'000	Sub-Total $'000	Unallocated $'000	Sub-Total $'000	GuocoLand Vietnam $'000	Total $'000
2021									
Revenue									
External revenue	617,782	12,555	205,487	17,867	853,691	43	853,734	-	853,734
Results									
Segment profit/(loss) before tax	280,283	(28,204)	69,051	(10,523)	310,607	(4,572)	306,035	(3,486)	302,549
Share of profit of associates and joint ventures (net of tax)	-	687	2,510	9,507	12,704	-	12,704	-	12,704
Impairment loss	-	-	-	-	-	-	-	-	-
Interest income	332	9,732	1,370	94	11,528	5,278	16,806	385	17,191
Finance costs	(47,649)	-	(7,403)	(7,806)	(62,858)	(32,812)	(95,670)	-	(95,670)
Profit/(Loss) before tax	232,966	(17,785)	65,528	(8,728)	271,981	(32,106)	239,875	(3,101)	236,774
Tax (expense)/ credit	(10,156)	(2,878)	(20,291)	(414)	(33,739)	(4,023)	(37,762)	516	(37,246)
Profit/(Loss) for the year	222,810	(20,663)	45,237	(9,142)	238,242	(36,129)	202,113	(2,585)	199,528
Segment assets	7,689,031	2,002,384	672,247	737,885	11,101,547	193,179	11,294,726	20,856	11,315,582
Segment liabilities	3,887,791	723,369	236,660	273,987	5,121,807	1,246,785	6,368,592	2,530	6,371,122
Other segment items:-									
Associates and joint ventures	156,755	8,656	111,949	240,532	517,892	-	517,892	-	517,892
Depreciation	(628)	(384)	(2,410)	(11,610)	(15,032)	(698)	(15,730)	-	(15,730)
Fair value gain from investment properties	70,821	-	-	-	70,821	700	71,521	-	71,521
Impairment loss on investment in a joint venture	-	-	-	-	-	-	-	-	-
Capital expenditure	100,290	1,634	478	1,636	104,038	194	104,232	-	104,232

Notes to the Financial Statements

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34. OPERATING SEGMENTS (CONT'D)

	Continuing Operations							Discontinued Operation	
	GuocoLand Singapore $'000	GuocoLand China $'000	GuocoLand Malaysia $'000	Others $'000	Sub-Total $'000	Unallocated $'000	Sub-Total $'000	GuocoLand Vietnam $'000	Total $'000
2020									
Revenue									
External revenue	756,027	3,399	123,864	51,482	934,772	30	934,802	7,039	941,841
Results									
Segment profit/(loss) before tax	183,149	(21,802)	18,093	105,237	284,677	(11,498)	273,179	1,760	274,939
Share of profit of associates and joint ventures (net of tax)	-	1,673	286	18,963	20,922	-	20,922	-	20,922
Impairment loss	-	-	-	(47,000)	(47,000)	-	(47,000)	-	(47,000)
Interest income	4,498	3,080	1,281	750	9,609	7,650	17,259	860	18,119
Finance costs	(70,558)	-	(10,457)	(10,365)	(91,380)	(16,902)	(108,282)	-	(108,282)
Profit/(Loss) before tax	117,089	(17,049)	9,203	67,585	176,828	(20,750)	156,078	2,620	158,698
Tax (expense)/ credit	(21,684)	3,563	(11,941)	(31,425)	(61,487)	(5,190)	(66,677)	(1,975)	(68,652)
Profit/(Loss) for the year	95,405	(13,486)	(2,738)	36,160	115,341	(25,940)	89,401	645	90,046
Segment assets	7,481,683	1,841,066	829,257	718,225	10,870,231	243,607	11,113,838	24,717	11,138,555
Segment liabilities	4,025,293	425,513	381,562	317,668	5,150,036	1,223,529	6,373,565	3,640	6,377,205
Other segment items:-									
Associates and joint ventures	149,877	54,043	111,564	214,164	529,648	-	529,648	-	529,648
Depreciation	(587)	(315)	(1,276)	(14,337)	(16,515)	(707)	(17,222)	(2)	(17,224)
Fair value (loss)/gain from investment properties	(1,213)	(789)	(6,573)	-	(8,575)	300	(8,275)	-	(8,275)
Impairment loss on investment in a joint venture	-	-	-	(47,000)	(47,000)	-	(47,000)	-	(47,000)
Capital expenditure	127,398	851	392	747	129,388	62	129,450	6	129,456

34. OPERATING SEGMENTS (CONT'D)

Geographical information

	External Revenue $'000	Non-current Assets# $'000
2021		
Singapore	**627,349**	**5,356,097**
China	**12,555**	**11,152**
Malaysia	**213,830**	**347,970**
Others	**-**	**256,274**
	853,734	**5,971,493**
2020		
Singapore	778,064	5,185,950
China	11,744	168,976
Malaysia	144,994	367,020
Others	7,039	214,170
	941,841	5,936,116

Excludes deferred tax assets.

Major customers

There are no customers contributing more than 10 percent to the revenue of the Group.

35. NEW STANDARDS AND INTERPRETATIONS NOT YET ADOPTED

A number of new standards and interpretations and amendments to standards are effective for annual periods beginning after 1 July 2020 and earlier application is permitted; however, the Group has not early adopted the new or amended standards and interpretations in preparing these financial statements.

The following amendments to SFRS(I)s are not expected to have a significant impact on the Group's consolidated financial statements and the Company's statement of financial position.

- *Classification of Liabilities as Current or Non-current (Amendments to SFRS(I) 1-1)*
- *Covid-19-Related Rent Concessions (Amendment to SFRS(I) 16)*
- *Sale or Contribution of Assets between and Investor and its Associate or Joint Venture (Amendments to SFRS(I) 10 and SFRS(1) 1-28)*
- *Interest Rate Benchmark Reform – Phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS16)*
- *IFRS 17 Insurance Contracts*

36. SUBSEQUENT EVENTS

In October 2020, the Group entered into an agreement to dispose of its two subsidiaries in Vietnam, GuocoLand Binh Duong Property Co., Ltd and GuocoLand Vietnam Co. Ltd for a consideration of USD 28 million ($36.8 million). The disposal was completed in July 2021 with a net gain on disposal of $14.3 million.

Other Information

MAJOR PROPERTIES

The details of the major properties held by the Group are as follows:-

Singapore	Tenure	Stage of Completion	Expected Date of Completion	Site Area (Sq m)	Gross Floor Area (Sq m)	Group's Effective Interest (%)
Integrated Development						
Guoco Tower Comprises a 37-Storey Office Block, 6-Storey of Retail & F&B Space, 181 Residential Units (Wallich Residence) and a Business Hotel (Sofitel Singapore City Centre) Located at 1/3/5/7/9 Wallich Street	99-Year Lease With Effect From 21.02.2011	N/A	Completed	15,023	157,738	80.00
Guoco Midtown Comprises a 30-Storey Office Block, Network Centre, Retail and Community Spaces, and 219 Residential Units (Midtown Bay) Located at Beach Road	99-Year Lease With Effect From 02.01.2018	Structural, Architectural & M&E Works	In phases from 4th Quarter 2022 to 2nd Quarter 2023	22,202	90,029	70.00
Midtown Modern Comprises a 2-Storey Office Units and 2 Blocks of Residential Units and Community Spaces Located at Tan Quee Lan Street	99-Year Lease With Effect From 10.12.2019	Piling Works Completed	3rd Quarter 2023	11,531	48,430	60.00
Commercial Properties						
20 Collyer Quay 24-Storey Office Block^ Located at Singapore 049319	999-Year Lease With Effect From 05.11.1862	N/A	Completed	2,273	23,248	100.00
Reversionary Interests in Freehold Land Located at Lots 99951A, 99952K and 99953N Part of 61 Robinson Road Singapore 068893	#	N/A	Completed	1,405	15,738	100.00
Residential						
Martin Modern Located at Martin Place	99-Year Lease With Effect From 28.09.2016	N/A	Completed	15,936	49,084	100.00
Meyer Mansion Located at Meyer Road	Freehold	Substructure Works	2nd Quarter 2024	7,920	22,175	100.00

MAJOR PROPERTIES (CONT'D)

The details of the major properties held by the Group are as follows:- (cont'd)

The People's Republic of China	Tenure	Stage of Completion	Expected Date of Completion	Site Area (Sq m)	Gross Floor Area (Sq m)	Group's Effective Interest (%)
Integrated Development						
Guoco Changfeng City Comprises two 18-Storey Office Towers, two Low-Rise Office Building, a Cultural Office Building and a Basement Retail Located in Putuo District, Shanghai	50-Year Land Use Rights With Effect From 11.12.2005	Works In Progress	In phases from 3rd Quarter 2021 to 3rd Quarter 2022	143,845	146,552	100.00
Chongqing GuocoLand 18T Comprises Residential Units and Commercial Units Located in Yuzhong District, Chongqing	Residential: 50-Year Land Use Rights Till 29.06.2069	Plot 1: Works In Progress	In phases from 2nd Quarter 2023 to 4th Quarter 2024	17,140	137,601	75.00
		Plot 2: Works In Progress		15,957	90,104	75.00
	Commercial: 40-Year Land Use Rights Till 29.06.2059	Plot 3: Demolition Works		6,572	29,140	75.00
		Plot 4: Planning	*	9,292	84,235	75.00
Chongqing Central Park Comprises Residential Units and Commercial Units Located in Liangjiang District, Chongqing	Residential: 50-Year Land Use Rights Till 2070	Planning	*	141,958	197,600	75.00

Other Information

MAJOR PROPERTIES (CONT'D)

The details of the major properties held by the Group are as follows:- (cont'd)

Malaysia	Tenure	Stage of Completion	Expected Date of Completion	Site Area (Sq m)	Gross Floor Area (Sq m)	Group's Effective Interest (%)
Integrated Development						
Damansara City Comprises 2 Condominium Blocks (DC Residensi), a Mall (DC Mall) and a Hotel (Sofitel Kuala Lumpur Damansara) Located at Lot 58303 Bukit Damansara, Kuala Lumpur	Freehold	N/A	Completed	32,450	197,814	68.00
Emerald 9 Comprises Serviced Apartments, a Hotel, Offices and Retail Located at Lot 809 and 810, Cheras Batu 8 ¼ and 8 ½, Jalan Cheras, Daerah Hulu Langat, Selangor	Freehold	Plot 1: Works In Progress Plot 2: Planning	2nd Quarter 2023 *	41,010	287,235	68.00
Commercial Properties						
PJ Corporate Park Located at Lot 13507, Seksyen 32, Bandar Petaling Jaya, Daerah Petaling Selangor	Leasehold Till 12.12.2107	Planning	*	12,974	38,053	68.00
Residential						
Emerald Hills Located at Lot 7585 to 7589, 7597 to 7600, 103882 and PT 15231, Mukim Petaling Wilayah Persekutuan, Kuala Lumpur	Freehold	Phase 1: Works In Progress Phase 2: Works In Progress	In phases from 2nd Quarter 2022 to 1st Quarter 2025	191,658	245,980	68.00
Oval Kuala Lumpur Located at Seksyen 63, Bandar & Daerah Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur	Freehold	N/A	Completed	7,136	19,172	68.00
Others						
Vacant Agriculture Land Located at Mukim of Jasin, Melaka Darul Amin	Freehold	Planning	*	7,474,840	7,474,840	46.24

N/A: Not applicable.

^ The Group disposed of its interests in a 50-year lease (with effect from 29 January 1985) in 7 office units and a 99-year lease (with effect from 1 March 1985) in 3 office units to third parties. Accordingly, the Group recognised its reversionary interests in these office units.

The Group disposed of its interests in a 98-year lease (with effect from 19 March 1998) in the freehold land to a third party. Accordingly, the Group recognised its reversionary interests in the freehold land.

* Not available as these developments have not commenced construction or have not been launched yet.

Shareholding Statistics

14 September 2021

NUMBER OF ISSUED SHARES	:	1,183,373,276
CLASS OF SHARES	:	ORDINARY SHARES
VOTING RIGHTS	:	1 VOTE PER SHARE
NUMBER OF TREASURY SHARES	:	NIL
NUMBER OF SUBSIDIARY HOLDINGS*	:	NIL

* "Subsidary Holdings" is defined in the SGX-ST Listing Manual to mean shares referred to in Sections 21(4), 21(4B), 21(6A) and 21(6C) of the Companies Act, Chapter 50.

Size of Shareholdings	No. of Shareholders	%	No. of Shares	%
1 - 99	243	4.06	5,412	0.00
100 - 1,000	820	13.72	612,771	0.05
1,001 - 10,000	3,684	61.64	17,575,194	1.49
10,001 - 1,000,000	1,209	20.23	48,450,082	4.09
1,000,001 & ABOVE	21	0.35	1,116,729,817	94.37
TOTAL	5,977	100.00	1,183,373,276	100.00

TWENTY LARGEST SHAREHOLDERS

No.	Name	No. of Shares	%
1.	GUOCOLAND ASSETS PTE. LTD.	791,017,434	66.84
2.	RAFFLES NOMINEES (PTE) LIMITED	113,773,749	9.61
3.	KWEK LENG HAI	35,290,914	2.98
4.	CITIBANK NOMINEES SINGAPORE PTE LTD	33,024,228	2.79
5.	DBSN SERVICES PTE LTD	27,152,223	2.29
6.	HSBC (SINGAPORE) NOMINEES PTE LTD	23,851,242	2.02
7.	CGS-CIMB SECURITIES (SINGAPORE) PTE LTD	23,090,896	1.95
8.	KGI SECURITIES (SINGAPORE) PTE. LTD.	20,184,390	1.71
9.	DBS NOMINEES PTE LTD	15,844,378	1.34
10.	UOB KAY HIAN PTE LTD	5,475,564	0.46
11.	LIM AND TAN SECURITIES PTE LTD	4,677,833	0.39
12.	MAYBANK KIM ENG SECURITIES PTE. LTD.	3,427,556	0.29
13.	UNITED OVERSEAS BANK NOMINEES PTE LTD	3,153,646	0.27
14.	PHILLIP SECURITIES PTE LTD	3,054,966	0.26
15.	DBS VICKERS SECURITIES (SINGAPORE) PTE LTD	2,929,400	0.25
16.	OCBC SECURITIES PRIVATE LTD	2,927,462	0.25
17.	LEE YUEN SHIH	1,779,000	0.15
18.	OCBC NOMINEES SINGAPORE PTE LTD	1,677,436	0.14
19.	TAN KAH BOH ROBERT@ TAN KAH BOO	1,550,000	0.13
20.	SOON LI HENG CIVIL ENGINEERING PTE LTD	1,500,000	0.13
	TOTAL	1,115,382,317	94.25

SHAREHOLDING IN THE HANDS OF THE PUBLIC

The percentage of shareholding in the hands of the public was approximately 18.87% of the total number of the issued and fully paid-up ordinary shares of the Company. Accordingly, Rules 723 and 1207(9)(e) of the SGX-ST Listing Manual have been complied with.

SUBSTANTIAL SHAREHOLDERS AS SHOWN IN THE REGISTER OF SUBSTANTIAL SHAREHOLDERS AS AT 14 SEPTEMBER 2021

Substantial Shareholders		Direct Interest No. of Shares	Deemed Interest No. of Shares
1.	GuocoLand Assets Pte. Ltd.	790,507,734	-
2.	Fairbury Pte. Ltd.[1]	73,604,933	-
3.	Guoco Group Limited	-	790,507,734[2]
4.	GuoLine Overseas Limited	-	790,507,734[2]
5.	GuoLine Capital Assets Limited	-	822,969,052[3]
6.	Hong Leong Investment Holdings Pte. Ltd.	-	824,368,452[4]
7.	Quek Leng Chan	13,333,333	838,295,438[5]

[1] Trust established in respect of the Company's share scheme for its executives.
[2] Deemed interest arising through GuocoLand Assets Pte. Ltd. by virtue of the operation of Section 7 of the Companies Act, Chapter 50.
[3] Deemed interest arising through GuocoLand Assets Pte. Ltd. and a company in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Chapter 50.
[4] Deemed interest arising through GuocoLand Assets Pte. Ltd. and 2 companies in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Chapter 50.
[5] Deemed interest arising through GuocoLand Assets Pte. Ltd. and 3 companies in which the substantial shareholder has interest by virtue of the operation of Section 7 of the Companies Act, Chapter 50.

INTERESTED PERSON TRANSACTIONS

The Audit and Risk Committee reviewed interested person transactions entered into by the Group during the financial year ended 30 June 2021. The aggregate value of interested person transactions entered into during the financial year is as follows:-

Name of interested person	Aggregate value of all interested person transactions during the financial year under review (excluding transactions less than $100,000 and transactions conducted under shareholders' mandate pursuant to Rule 920 of the SGX-ST Listing Manual)	Aggregate value of all interested person transactions conducted under shareholders' mandate pursuant to Rule 920 of the SGX-ST Listing Manual (excluding transactions less than $100,000)
Hong Leong Group Malaysia	$37,920,000	N/A[3]
Guoco Group	$50,629,000[1]	N/A[3]
GuoLine Capital Assets Limited	$4,658,000	N/A[3]
Singapore Hong Leong Group	$117,319,000[2]	N/A[3]

[1] Include a sum of $48.9 million being the aggregate value of a joint venture with GuocoLand Assets Pte. Ltd. which falls within the exemption stipulated under SGX-ST Listing Manual Rule 916.
[2] Include a sum of $60.6 million being the aggregate value of joint ventures with Hong Leong Holdings (China) Pte. Ltd., Intrepid Investments Pte. Ltd. and Hong Realty Pte. Ltd. which falls within the exemption stipulated under SGX-ST Listing Manual Rule 916.
[3] Not applicable. The Company does not have a general mandate from shareholders pursuant to Rule 920 of the SGX-ST Listing Manual.

UNAUDITED FINANCIAL STATEMENTS OF GUOCOLAND LIMITED AND ITS SUBSIDIARIES FOR THE FIRST HALF-YEAR ENDED 31 DECEMBER 2021

The information in this Appendix IV has been reproduced from the announcement on 27 January 2021 of the unaudited financial statements of the Group for the half-year ended 31 December 2021 and has not been specifically prepared for inclusion in this Information Memorandum.

GuocoLand Limited (Reg. No. 197600660W)
A Member of the Hong Leong Group

GuocoLand Limited
And Its Subsidiaries

Condensed Interim Financial Statements
For the half year ended 31 December 2021

Contents

A. Condensed consolidated statement of profit or loss and other comprehensive income

	Note	Group Half Year Ended 31/12/2021 $'000	Group Half Year Ended 31/12/2020 $'000	Increase/ (Decrease) %
Continuing operations				
Revenue	4.3	452,745	319,599	42
Cost of sales		(312,576)	(224,622)	39
Gross profit		140,169	94,977	48
Other income		32,873	18,632	76
Administrative expenses		(38,003)	(38,075)	-
Other expenses		(18,729)	(1,084)	N/M
Finance costs		(39,947)	(42,822)	(7)
Share of (loss)/profit of associates and joint ventures (net of tax)		(911)	7,961	N/M
Profit before tax	6	75,452	39,589	91
Tax expense	7	(21,528)	(25,369)	(15)
Profit from continuing operations		53,924	14,220	N/M
Discontinued operation				
Profit/(Loss) from discontinued operation (net of tax)	4.1	14,301	(10)	N/M
Profit for the period		68,225	14,210	N/M
Profit attributable to:				
Equity holders of the Company		**67,531**	**22,886**	195
Non-controlling interests		694	(8,676)	N/M
		68,225	14,210	N/M
Earnings per share for profit for the period attributable to equity holders of the Company				
Basic / Diluted (cents)	15	5.22	1.20	N/M

N/M : Not meaningful.

A. Condensed consolidated statement of profit or loss and other comprehensive income (cont'd)

	Group Half Year Ended		Increase/ (Decrease)
	31/12/2021	31/12/2020	
	$'000	$'000	%
Profit for the period	68,225	14,210	N/M
Other comprehensive income			
Items that are or may be reclassified subsequently to profit or loss:			
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	38,018	44,530	(15)
Translation reserve of subsidiaries reclassified to profit or loss upon disposal	(451)	-	N/M
Effective portion of changes in fair value of cash flow hedges	2	(3,465)	N/M
Effective portion of changes in fair value of net investment hedges	(5,792)	(10,577)	(45)
Net change in fair value of cash flow hedges reclassified to profit or loss	3,671	-	N/M
Total other comprehensive income for the period, net of tax	**35,448**	**30,488**	16
Total comprehensive income for the period, net of tax	**103,673**	**44,698**	132
Attributable to:			
Equity holders of the Company	97,182	46,771	108
Non-controlling interests	6,491	(2,073)	N/M
Total comprehensive income for the period, net of tax	**103,673**	**44,698**	132

N/M : Not meaningful.

B. Condensed statements of financial position

		Group As at		Company As at	
		31/12/2021	30/06/2021	31/12/2021	30/06/2021
	Note	$'000	$'000	$'000	$'000
Non-current assets					
Property, plant and equipment and right-of-use assets	10	471,985	479,055	-	-
Investment properties	11	5,239,711	4,974,546	-	-
Subsidiaries		-	-	2,037,544	2,083,461
Associates and joint ventures		511,866	517,892	-	-
Deferred tax assets		36,759	36,143	-	-
		6,260,321	6,007,636	2,037,544	2,083,461
Current assets					
Inventories	12	4,110,854	3,550,906	-	-
Contract assets		258,159	498,422	-	-
Trade and other receivables, including derivatives		157,095	108,473	-	5
Cash and cash equivalents		1,329,678	1,129,289	101	126
Assets of disposal group and assets held for sale	4.1	-	20,856	-	-
		5,855,786	5,307,946	101	131
Total assets		12,116,107	11,315,582	2,037,645	2,083,592
Equity					
Share capital	14	1,926,053	1,926,053	1,926,053	1,926,053
Reserves		2,095,195	2,074,171	111,008	155,529
Equity attributable to ordinary equity holders of the Company		4,021,248	4,000,224	2,037,061	2,081,582
Perpetual securities		407,508	407,060	-	-
Non-controlling interests		542,282	537,176	-	-
Total equity		4,971,038	4,944,460	2,037,061	2,081,582
Non-current liabilities					
Other payables, including derivatives		724,805	729,168	-	1,001
Loans and borrowings	13	5,099,563	4,164,867	-	-
Deferred tax liabilities		34,609	34,632	-	-
		5,858,977	4,928,667	-	1,001
Current liabilities					
Trade and other payables, including derivatives		342,498	371,076	584	1,009
Contract liabilities		144,585	97,472	-	-
Loans and borrowings	13	766,358	947,366	-	-
Current tax liabilities		32,651	24,011	-	-
Liabilities of disposal group held for sale	4.1	-	2,530	-	-
		1,286,092	1,442,455	584	1,009
Total liabilities		7,145,069	6,371,122	584	2,010
Total equity and liabilities		12,116,107	11,315,582	2,037,645	2,083,592

C. Condensed statements of changes in equity

	Attributable to ordinary equity holders of the Company						
	Share Capital $'000	Other Reserves* $'000	Accumulated Profits $'000	Total Ordinary Equity $'000	Perpetual Securities $'000	Non-Controlling Interests $'000	Total Equity $'000
Group							
At 1 July 2021	**1,926,053**	**(156,717)**	**2,230,888**	**4,000,224**	**407,060**	**537,176**	**4,944,460**
Total comprehensive income for the period							
Profit for the period	-	-	67,531	67,531	-	694	68,225
Other comprehensive income							
Items that are or may be reclassified subsequently to profit or loss:-							
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	32,154	-	32,154	-	5,864	38,018
Translation differences of subsidiaries reclassified to profit or loss upon disposal	-	(384)	-	(384)	-	(67)	(451)
Effective portion of changes in fair value of cash flow hedges	-	2	-	2	-	-	2
Effective portion of changes in fair value of net investment hedges	-	(5,792)	-	(5,792)	-	-	(5,792)
Net change in fair value of cash flow hedges reclassified to profit or loss	-	3,671	-	3,671	-	-	3,671
Total other comprehensive income, net of tax	-	29,651	-	29,651	-	5,797	35,448
Total comprehensive income for the period, net of tax	**-**	**29,651**	**67,531**	**97,182**	**-**	**6,491**	**103,673**
Transactions with equity holders, recorded directly in equity							
Contributions by and distributions to equity holders							
Accrued distribution for perpetual securities	-	-	(9,572)	(9,572)	9,572	-	-
Distribution payment for perpetual securities	-	-	-	-	(9,124)	-	(9,124)
Dividends	-	-	(66,586)	(66,586)	-	(1,385)	(67,971)
Total contributions by and distributions to equity holders	**-**	**-**	**(76,158)**	**(76,158)**	**448**	**(1,385)**	**(77,095)**
Total transactions with equity holders	**-**	**-**	**(76,158)**	**(76,158)**	**448**	**(1,385)**	**(77,095)**
At 31 December 2021	**1,926,053**	**(127,066)**	**2,222,261**	**4,021,248**	**407,508**	**542,282**	**4,971,038**

* Include reserve for own shares, capital reserve, translation reserve, revaluation reserve, merger reserve and hedging reserve.

C. Condensed statements of changes in equity (cont'd)

	Attributable to ordinary equity holders of the Company						
	Share Capital	Other Reserves*	Accumulated Profits	Total Ordinary Equity	Perpetual Securities	Non-Controlling Interests	Total Equity
	$'000	$'000	$'000	$'000	$'000	$'000	$'000
Group							
At 1 July 2020	**1,926,053**	**(222,016)**	**2,147,387**	**3,851,424**	**406,492**	**503,434**	**4,761,350**
Total comprehensive income for the period							
Profit for the period	-	-	22,886	22,886	-	(8,676)	14,210
Other comprehensive income							
Items that are or may be reclassified subsequently to profit or loss:-							
Translation differences relating to financial statements of foreign subsidiaries, associates and joint ventures	-	37,927	-	37,927	-	6,603	44,530
Effective portion of changes in fair value of cash flow hedges	-	(3,465)	-	(3,465)	-	-	(3,465)
Effective portion of changes in fair value of net investment hedges	-	(10,577)	-	(10,577)	-	-	(10,577)
Total other comprehensive income, net of tax	-	23,885	-	23,885	-	6,603	30,488
Total comprehensive income for the period, net of tax	**-**	**23,885**	**22,886**	**46,771**	**-**	**(2,073)**	**44,698**
Transactions with equity holders, recorded directly in equity							
Contributions by and distributions to equity holders							
Accrued distribution for perpetual securities	-	-	(9,609)	(9,609)	9,609	-	-
Distribution payment for perpetual securities	-	-	-	-	(9,175)	-	(9,175)
Dividends	-	-	(66,586)	(66,586)	-	(10,762)	(77,348)
Share-based payments	-	1,071	-	1,071	-	-	1,071
Total contributions by and distributions to equity holders	**-**	**1,071**	**(76,195)**	**(75,124)**	**434**	**(10,762)**	**(85,452)**
Total transactions with equity holders	**-**	**1,071**	**(76,195)**	**(75,124)**	**434**	**(10,762)**	**(85,452)**
At 31 December 2020	**1,926,053**	**(197,060)**	**2,094,078**	**3,823,071**	**406,926**	**490,599**	**4,720,596**

* Include reserve for own shares, share option reserve, capital reserve, translation reserve, revaluation reserve, merger reserve and hedging reserve.

C. Condensed statements of changes in equity (cont'd)

	Share Capital S$'000	Other Reserves* S$'000	Accumulated Profits S$'000	Total Equity S$'000
Company				
At 1 July 2021	**1,926,053**	**(162,047)**	**317,576**	**2,081,582**
Profit for the period	-	-	22,065	22,065
Total comprehensive income for the period	**-**	**-**	**22,065**	**22,065**
Transactions with equity holders, recorded directly in equity				
Contributions by and distributions to equity holders				
Dividends	-	-	(66,586)	(66,586)
Total contributions by and distributions to equity holders	**-**	**-**	**(66,586)**	**(66,586)**
Total transactions with equity holders	**-**	**-**	**(66,586)**	**(66,586)**
At 31 December 2021	**1,926,053**	**(162,047)**	**273,055**	**2,037,061**
At 1 July 2020	**1,926,053**	**(155,628)**	**334,293**	**2,104,718**
Profit for the period	-	-	27,408	27,408
Total comprehensive income for the period	**-**	**-**	**27,408**	**27,408**
Transactions with equity holders, recorded directly in equity				
Contributions by and distributions to equity holders				
Dividends	-	-	(66,586)	(66,586)
Share-based payments	-	1,071	-	1,071
Total contributions by and distributions to equity holders	**-**	**1,071**	**(66,586)**	**(65,515)**
Total transactions with equity holders	**-**	**1,071**	**(66,586)**	**(65,515)**
At 31 December 2020	**1,926,053**	**(154,557)**	**295,115**	**2,066,611**

* Include reserve for own shares, share option reserve and capital reserve.

D. Condensed consolidated statement of cash flows

	Group Half Year Ended 31/12/2021 $'000	Group Half Year Ended 31/12/2020 $'000
Cash flows from operating activities		
Profit for the period	68,225	14,210
Adjustments for:-		
Reversal of allowance for foreseeable loss on development properties	-	(47)
Reversal of allowance for credit loss on trade and other receivables	(332)	(84)
Depreciation of property, plant and equipment	7,684	8,143
Finance costs	39,947	42,822
Gain on disposal of discontinued operation, net of tax	(14,301)	-
Loss on disposal of interests in a subsidiary	876	-
Gain on disposal of investment properties	-	(295)
Gain on disposal of property, plant and equipment	-	(6)
Interest income	(8,596)	(7,791)
Net fair value gain on derivative financial instruments	(12,830)	(4,788)
Share of loss/(profit) of associates and joint ventures (net of tax)	911	(7,961)
Unrealised exchange loss	6,463	5,130
Share-based payments	-	1,071
Tax expense	21,528	25,374
	109,575	75,778
Changes in:-		
Inventories	(520,648)	(74,299)
Contract assets	267,452	13,602
Trade and other receivables	(44,594)	114,918
Trade and other payables	(26,826)	13,926
Contract liabilities	41,540	(2,458)
Balances with holding companies and related corporations	(9,538)	155
Cash (used in)/from operating activities	(183,039)	141,622
Tax paid	(12,733)	(34,402)
Net cash (used in)/from operating activities	(195,772)	107,220
Cash flows from investing activities		
Additions to investment properties	(233,587)	(11,727)
Additions to property, plant and equipment	(1,436)	(279)
Balances with associates and joint ventures	(7,046)	308
Dividends received from associates and joint ventures	10,648	16,225
Interest received	4,614	5,459
Proceeds from disposal of discontinued operation	21,888	-
Proceeds from disposal of interests in a subsidiary	1,226	-
Capital reduction of a joint venture	-	32,462
Proceeds from disposal of investment properties	-	195,224
Proceeds from disposal of property, plant and equipment	42	24
Net cash (used in)/from investing activities	(203,651)	237,696

D. Condensed consolidated statement of cash flows (cont'd)

	Group Half Year Ended 31/12/2021	Group Half Year Ended 31/12/2020
	$'000	$'000
Cash flows from financing activities		
Dividends paid	(66,586)	(66,586)
Dividends paid to non-controlling interests	(1,385)	(10,762)
Distribution payment for perpetual securities	(9,124)	(9,175)
(Increase)/Decrease in fixed deposits pledged	(17,693)	1,572
Interest paid	(65,312)	(77,975)
Payment for lease liabilities	(479)	-
Proceeds from loan and borrowings	1,559,622	502,764
Repayment of loans and borrowings	(824,345)	(626,345)
Repayment of loans from non-controlling interests	(8,750)	(11,425)
Net cash from/(used in) financing activities	565,948	(297,932)
Net increase in cash and cash equivalents	166,525	46,984
Cash and cash equivalents at beginning of the year	1,123,177	922,693
Exchange differences on translation of balances held in foreign currencies	15,677	12,241
Cash and cash equivalents at end of the period	1,305,379	981,918

For the consolidated statement of cash flows, cash and cash equivalents exclude cash collaterals and are presented net of bank overdrafts repayable on demand.

E. Notes to the condensed interim consolidated financial statements

1. Corporate information

GuocoLand Limited (the "Company") is incorporated and domiciled in Singapore and whose shares are publicly traded on the Mainboard of the Singapore Exchange. These condensed interim consolidated financial statements as at and for the six months ended 31 December 2021 comprise the Company and its subsidiaries (collectively, the Group).

The principal activity of the Company is that of an investment holding company. The principal activities of the Group are those relating to:-

- investment holding;
- property development and investment;
- hotel operations; and
- provision of management, property management, marketing and maintenance services.

2. Basis of preparation

The condensed interim financial statements for the six months ended 31 December 2021 have been prepared in accordance with Singapore Financial Reporting Standards (International) (SFRS(I)) 1-34 *Interim Financial Reporting* issued by the Accounting Standards Council Singapore. The condensed interim financial statements do not include all the information required for a complete set of financial statements. However, selected explanatory notes are included to explain events and transactions that are significant to an understanding of the changes in the Group's financial position and performance of the Group since the annual financial statements for the year ended 30 June 2021.

The accounting policies adopted are consistent with those of the previous financial year which were prepared in accordance with SFRS(I)s, except for the adoption of new and amended standards as set out in Note 2.1.

The condensed interim financial statements are presented in Singapore dollar which is the Company's functional currency.

2.1 New and amended standards adopted by the Group

A number of new standards and interpretations and amendments to standards are effective for annual period beginning on 1 July 2021. The application of these standards and interpretations did not have a material effect on the condensed interim financial statements.

2.2. Use of judgements and estimates

In preparing the condensed interim financial statements, management has made judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

The significant judgements made by management in applying the Group's accounting policies and the key sources of estimation uncertainty were the same as those that applied to the consolidated financial statements as at and for the year ended 30 June 2021.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next interim period are included in the following notes:-

Note 11 – determination of fair value of investment properties
Note 12 – estimation of the percentage of completion relating to revenue and costs recognised on development properties and allowance for foreseeable losses on development properties

3. Seasonal operations

The Group's businesses are not affected significantly by seasonal or cyclical factors during the financial period.

4. Segment and revenue information

Management has determined the operating segments based on the reports reviewed by the Group's Chief Executive Officer ("CEO") that are used to make strategic decisions. The Group's reportable operating segments are as follows:-

a. GuocoLand Singapore – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Singapore.

b. GuocoLand China – development of residential, commercial and integrated properties in China.

c. GuocoLand Malaysia – development of residential, commercial and integrated properties, and property investment (holding properties for rental income) in Malaysia.

d. GuocoLand Vietnam – development of residential, commercial and integrated properties in Vietnam.

e. Others – include GuocoLand Hotels which is in the management and operation of hotels in Singapore and Malaysia, and EcoWorld International Berhad, which is in the investment in property development projects in United Kingdom and Australia.

Information regarding the results of each reportable segment is included below. Performance is measured based on segment profit after income tax, as included in the internal management reports that are reviewed by the CEO. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries. In presenting information on the basis of geographical segments, segment revenue is based on the geographical location of customers.

4.1 Discontinued operation

In October 2020, the Group entered into an agreement to dispose of its two subsidiaries in Vietnam for a consideration of USD 28 million ($36.8 million). Upon completion of this transaction, the Group will not have any business operations in Vietnam. Accordingly, the GuocoLand Vietnam segment operation results have been presented as discontinued operation for the year ended 30 June 2021 while its assets and liabilities were reclassified to assets and liabilities of disposal group held for sale as at 30 June 2021. The disposal was completed in July 2021 with a gain on disposal of $14.3 million.

	Group Half Year Ended	
	31/12/2021	31/12/2020
	$'000	$'000
Results from discontinued operation		
Expenses	-	(5)
Tax expenses	-	(5)
Results from operating activities, net of tax	**-**	**(10)**
Net gain on disposal of discontinued operation	17,904	-
Tax on gain on disposal of discontinued operation	(3,603)	-
Profit/(Loss) from discontinued operation, net of tax	**14,301**	**(10)**
Earnings per share (cents)		
Basic / Diluted	1.29	-

The profit from discontinued operation of $14.3 million (2020: loss of $10,000) is attributable entirely to the equity holders of the Company. Of the profit from continuing operations of $53.9 million (2020: $14.2 million), an amount of $53.2 million (2020: $22.9 million) is attributable to the equity holders of the Company.

	Group Half Year Ended	
	31/12/2021	31/12/2020
	$'000	$'000
Cash flows from/(used in) discontinued operation		
Net cash used in operating activities	-	(10)
Net cash from investing activities	21,888	-
Net cash flows for the period	**21,888**	**(10)**

	Group Half Year Ended 31/12/2021
	$'000
Effect of disposal of the financial position of the Group	
Property, plant and equipment	3
Inventories	6,930
Trade and other receivables	2,877
Cash and cash equivalents	11,046
Trade and other payables	(2,530)
Net assets disposed	18,326
Realisation of translation reserve	307
Disposal costs	223
Gain on disposal of discontinued operation	17,904
Sale consideration	36,760
Cash balances of discontinued operation	(11,046)
Disposal costs paid	(223)
Tax paid	(3,603)
Net sales consideration	21,888

4.2 Reportable segments

	Continuing Operations							Discontinued Operation	
	GuocoLand Singapore $'000	GuocoLand China $'000	GuocoLand Malaysia $'000	Others $'000	Sub-Total $'000	Unallocated $'000	Sub-Total $'000	GuocoLand Vietnam $'000	Total $'000
1 July to 31 December 2021									
Revenue									
External revenue	349,244	51,107	41,636	10,725	452,712	33	452,745	-	452,745
Results									
Segment profit/(loss) before tax	112,262	11,893	5,144	(5,275)	124,024	(16,310)	107,714	17,904	125,618
Share of profit/(loss) of associates and joint ventures (net of tax)	-	176	2,305	(3,392)	(911)	-	(911)	-	(911)
Interest income	138	5,471	152	33	5,794	2,802	8,596	-	8,596
Finance costs	(22,509)	-	(3,050)	(3,930)	(29,489)	(10,458)	(39,947)	-	(39,947)
Profit/(Loss) before tax	89,891	17,540	4,551	(12,564)	99,418	(23,966)	75,452	17,904	93,356
Tax expense	(7,930)	(10,646)	(1,441)	-	(20,017)	(1,511)	(21,528)	(3,603)	(25,131)
Profit/(Loss) for the period	81,961	6,894	3,110	(12,564)	79,401	(25,477)	53,924	14,301	68,225
Other segment items:									
Depreciation	(256)	(350)	(2,287)	(4,459)	(7,352)	(332)	(7,684)	-	(7,684)
Capital expenditure	265,316	341	670	390	266,717	3	266,720	-	266,720
31 December 2021									
Segment assets	8,297,538	2,232,935	723,281	713,547	11,967,301	148,806	12,116,107	-	12,116,107
Segment liabilities	4,347,980	902,554	286,402	275,558	5,812,494	1,332,575	7,145,069	-	7,145,069
Associates and joint ventures	165,704	9,132	113,313	223,717	511,866	-	511,866	-	511,866

4.2 Reportable segments (cont'd)

	Continuing Operations							Discontinued Operation	
	GuocoLand Singapore	GuocoLand China	GuocoLand Malaysia	Others	Sub-Total	Unallocated	Sub-Total	GuocoLand Vietnam	Total
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
1 July to 31 December 2020									
Revenue									
External revenue	243,437	9,979	56,441	9,732	319,589	10	319,599	-	319,599
Results									
Segment profit/(loss) before tax	83,030	(17,335)	9,399	(6,036)	69,058	(2,172)	66,886	(232)	66,654
Share of profit of associates and joint ventures (net of tax)	-	954	2,144	4,863	7,961	-	7,961	-	7,961
Interest income	161	4,113	534	62	4,870	2,694	7,564	227	7,791
Finance costs	(25,612)	-	(3,974)	(3,951)	(33,537)	(9,285)	(42,822)	-	(42,822)
Profit/(Loss) before tax	57,579	(12,268)	8,103	(5,062)	48,352	(8,763)	39,589	(5)	39,584
Tax expense	(4,859)	(13,535)	(4,500)	(4)	(22,898)	(2,471)	(25,369)	(5)	(25,374)
Profit/(Loss) for the period	52,720	(25,803)	3,603	(5,066)	25,454	(11,234)	14,220	(10)	14,210
Other segment items:									
Depreciation	(292)	(169)	(1,475)	(5,856)	(7,792)	(351)	(8,143)	-	(8,143)
Capital expenditure	39,328	186	183	229	39,926	108	40,034	-	40,034
30 June 2021									
Segment assets	7,689,031	2,002,384	672,247	737,885	11,101,547	193,179	11,294,726	20,856	11,315,582
Segment liabilities	3,887,791	723,369	236,660	273,987	5,121,807	1,246,785	6,368,592	2,530	6,371,122
Associates and joint ventures	156,755	8,656	111,949	240,532	517,892	-	517,892	-	517,892

4.3 Disaggregation of revenue

	Group Half Year Ended 31/12/2021	Group Half Year Ended 31/12/2020
	$'000	$'000
Revenue recognised at a point in time:-		
Sale of development properties		
Singapore	164,135	68,729
Malaysia	4,084	7,811
China	48,369	7,848
	216,588	84,388
Revenue recognised over time:-		
Sale of development properties		
Singapore	129,666	121,341
Malaysia	34,519	43,400
	164,185	164,741
Hotel operations		
Singapore	5,372	4,440
Malaysia	5,353	5,291
	10,725	9,731
Rental and related income from investment properties		
Singapore	55,383	53,347
Malaysia	1,621	2,517
Others	2,738	2,131
	59,742	57,995
Management fee income	1,505	2,744
	452,745	319,599

5. Financial assets and financial liabilities

Set out below is an overview of the financial assets and financial liabilities of the Group as at 31 December 2021 and 30 June 2021:

	Group As at 31/12/2021	Group As at 30/06/2021	Company As at 31/12/2021	Company As at 30/06/2021
	$'000	$'000	$'000	$'000
Financial Assets				
Cash and bank balances and trade and other receivables# (Amortised cost)	1,462,566	1,209,342	101	126
Financial Liabilities				
Trade and other payables and borrowings* (Amortised cost)	6,879,556	6,144,754	584	2,010

Excludes prepayments and derivatives
* Excludes derivatives

6. Profit before taxation

6.1 Significant items

	Group Half Year Ended 31/12/2021	Group Half Year Ended 31/12/2020	Increase/ (Decrease)
	$'000	$'000	%
Income / (Expenses)			
Interest income	8,596	7,564	14
Depreciation of property, plant and equipment	(7,684)	(8,143)	(6)
Net fair value gain on derivative financial instruments	12,830	4,788	168
Net foreign exchange loss	(17,179)	(125)	N/M
Income from forfeiture of deposit	5,603	1,394	N/M
Management fees paid and payable to related corporations	(4,366)	(2,326)	88
Loss on disposal of interest in a subsidiary	(876)	-	N/M
Reversal of allowance for credit loss on trade and other receivables	332	84	N/M

N/M : Not meaningful

6.2 Related party transactions

There are no material related party transactions apart from those disclosed elsewhere in the financial statements.

7. Tax expense

The Group calculates the period income tax expense using the tax rate that would be applicable to the expected total annual earnings. The major components of income tax expense in the condensed consolidated statement of profit or loss are:

	Group Half Year Ended 31/12/2021	Group Half Year Ended 31/12/2020
	$'000	$'000
Current tax		
Current year	21,870	32,952
Over provision in respect of prior years	(241)	(6,345)
	21,629	26,607
Foreign withholding tax	126	-
	21,755	26,607
Deferred tax		
Movements in temporary differences	(227)	(1,238)
	21,528	25,369

8. Dividends

	Group Half Year Ended 31/12/2021	Group Half Year Ended 31/12/2020
	$'000	$'000
Ordinary dividends paid:		
Final one-tier tax exempt dividend of 6 cents (2020: 6 cents) per ordinary share in respect of the previous financial year	66,586	66,586

9. Net asset value

	Group As at 31/12/2021	Group As at 30/06/2021	Company As at 31/12/2021	Company As at 30/06/2021
	$	$	$	$
Net asset value per ordinary share based on existing share capital after adjusting for the shares held by the Trust for the GuocoLand Limited Executive Share Scheme 2018	3.62	3.60	1.84	1.88

10. Property, plant and equipment

During the six months ended 31 December 2021, the Group acquired assets amounting to $1.4 million (31 December 2020: $0.7 million) and disposed of assets amounting to $42,000 (31 December 2020: $18,000).

11. Investment properties

The Group's Investment properties comprise commercial properties, and reversionary interests in freehold land and commercial properties.

	Group As at 2021	Group As at 2020
	$'000	$'000
At 1 July	4,974,546	4,917,019
Additions	265,274	39,325
Translation differences recognised in other comprehensive income	(109)	2,742
Disposals	-	(115,883)
At 31 December	5,239,711	4,843,203
Comprising:-		
Completed investment properties	3,156,959	3,106,581
Investment properties under development	2,082,752	1,736,622
	5,239,711	4,843,203

11.1 Valuation

Investment properties are stated at fair value based on independent valuations. The fair value of investment properties are determined by external independent property valuers, which have appropriate recognised professional qualifications and recent experience in the location and category of property being valued. The independent valuers provide the fair values of the Group's investment property portfolio annually. The fair values are based on market values being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably.

The fair value measurement for the investment properties have been categorised as Level 3 fair values based on the inputs to the valuation techniques used.

The valuers have considered valuation techniques including the direct comparison method, income capitalisation method and residual land method in determining the open market values. The specific risks inherent in each of the properties are taken into consideration in arriving at the valuations.

The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties, taking into consideration the location, tenure, age of development, trade mix, lettable area, condition, facilities within the development, standard of finishes and fittings as well as date of transaction.
The income capitalisation approach is an investment approach whereby the gross passing income has been adjusted to reflect anticipated operating costs and an ongoing vacancy to produce a net income on a fully leased basis. The adopted fully leased net income is capitalised over the remaining term of the lease from the date of valuation at an appropriate investment yield which reflects the nature, location and tenancy profile of the property together with current market investment criteria.

The residual land method involves the deduction of the estimated total development and related costs, together with developer's profit margin, from the gross development value assuming it was completed as at the date of valuation. In estimating the gross development value, the valuer has considered the sale of comparable properties and adjustments are made to reflect the differences in location, tenure, size, standard of finishes and fittings as well as the dates of transactions.

The valuation reports for 30 June 2021 have highlighted estimation uncertainty arising from the COVID-19 outbreak and a higher degree of caution is to be exercised when relying on valuation. The valuations were based on information available and market conditions as at 30 June 2021. Values may change subsequently as the impact of COVID-19 is fluid and continue to evolve.

The following table shows the Group's valuation techniques used in measuring the fair value of investment properties and the key unobservable inputs used:-

Type of investment properties	**Valuation Method**	**Key unobservable inputs**		**Inter-relationship between key unobservable inputs and fair value measurement**
		Singapore	**Malaysia**	
Commercial properties	• Direct comparison method	• Sales prices of $1,700 to $5,735 per square feet (psf)	• Sales prices of $305 to $390 psf	The estimated fair value increases when the sales price increases
	• Income capitalisation method	• Capitalisation rate of 3.4% to 4.5%	• Capitalisation rate of 5.5% to 6.0%	The estimated fair value increases when the capitalisation rate decreases.
Commercial properties under development	• Residual land method	• Gross development value of $2,975 to $3,800 psf		The estimated fair value increases when the gross development value increases
Reversionary interest in freehold land and commercial properties	• Direct comparison method	• Sales prices of $182 to $768 psf		The estimated fair value increases when the sales price and gross development value increases
	• Residual land method	• Gross development value of $3,060 psf		

12. Inventories

	Group As at 31/12/2021 $'000	Group As at 30/06/2021 $'000
Development properties	4,109,999	3,550,167
Consumable stocks	855	739
	4,110,854	3,550,906

The Group adopts the percentage of completion method of revenue recognition for residential projects under the progressive payment scheme in Singapore and relies on the experience and work of specialists in the measurement of the stage of completion.

The Group recognises an allowance for foreseeable losses on development properties taking into consideration the selling prices of comparable properties, timing of sale launches, location of property, expected net selling prices and development expenditure. Market conditions may, however, change which may affect the future selling prices of the remaining unsold residential units of the development properties and accordingly, the carrying value of development properties for sale may have to be written down in future periods. During the period, no allowance for foreseeable losses have been made in respect of the Group's development properties.

13. Loans and Borrowings

	Group As at 31/12/2021 $'000	Group As at 30/06/2021 $'000
Amount repayable within one year or on demand		
Secured	203,426	185,093
Unsecured	562,932	762,273
	766,358	947,366
Amount repayable after one year		
Secured	4,303,928	3,710,597
Unsecured	795,635	454,270
	5,099,563	4,164,867

The secured loans and borrowings are secured on the following assets:

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	Group As at 31/12/2021	Group As at 30/06/2021
At carrying amounts:-	$'000	$'000
Property, plant and equipment	456,693	461,778
Investment properties	4,715,605	4,450,438
Development properties	2,888,962	2,206,074

14. Share Capital

(a)

	Company			
	2021		2020	
	No. of shares	Amount	No. of shares	Amount
	’000	$’000	’000	$’000
At 1 July and 31 December	1,183,373	1,926,053	1,183,373	1,926,053

	Company As at	
	2021	2020
	’000	’000
(b) GuocoLand Limited Executive Share Scheme 2018 (“ESS”)		
No. of share options		
At 1 July and 31 December	-	37,900
(c) At 1 July and 31 December		
No. of issued ordinary shares	1,183,373	1,183,373
Less: No. of shares acquired by the Trust for ESS	(73,605)	(73,605)
	1,109,768	1,109,768
(d) No. of shares acquired by the Trust for ESS		
At 1 July and 31 December	73,605	73,605

As at 31 December 2021, the Trust for the ESS held an aggregate of 73,604,933 (30 June 2021: 73,604,933) shares in the Company which had been acquired from the market for the purpose of satisfying outstanding share options granted or to be granted to participants under the ESS.

15. Earnings per share

	Group Half Year Ended	
	31/12/2021	31/12/2020
Earnings per ordinary share for the period based on the Group’s profit attributable to equity holders of the Company*:-		
(a) Based on weighted average number of ordinary shares in issue after adjusting for the shares held by the Trust for ESS (cents)	5.22	1.20
Weighted average number of ordinary shares (’000)	1,109,768	1,109,768
(b) On a fully diluted basis (cents)	5.22	1.20
Weighted average number of ordinary shares (’000)	1,109,768	1,109,768

* After deducting accrued distribution for perpetual securities for the half year ended 31 December 2021 of $9.6 million (31 December 2020: $9.6 million).

For the half year ended 31 December 2021 and 31 December 2020, the diluted earnings per share was the same as the basic earnings per share as there were no dilutive potential ordinary shares in issue.

F. OTHER INFORMATION REQUIRED BY LISTING RULE APPENDIX 7.2

16. Review

The condensed consolidated statement of financial position of GuocoLand Limited and its subsidiaries as at 31 December 2021 and the related condensed consolidated profit or loss and other comprehensive income, condensed consolidated statement of changes in equity and condensed consolidated statement of cash flows for the six-month then ended and certain explanatory notes have not been audited or reviewed.

17. Review of performance of the Group

(i) Statement of profit or loss

Half Year Ended 31 December 2021

For the half year ended 31 December 2021, revenue and gross profit for the Group increase more than 40% to $452.7 million and $140.2 million respectively. This was driven mainly by the higher progressive recognition of sales from the Group's residential projects in Singapore, including Meyer Mansion, Midtown Bay and Midtown Modern. In addition, the sales from Guoco Changfeng City in China during the period have also contributed to the increase in revenue. Revenue from the Group's investment properties increased by 3% and revenue from the hotel business had increase close to 10%. Gross profit margin of the Group remained stable at approximately 30%.

Other income increased by $14.2 million mainly due to higher fair value gain on interest rate hedges. Arising from the appreciation of Chinese Renminbi (RMB) against Singapore dollars during the period, higher net foreign exchange loss was recorded in other expenses. The appreciation of RMB was also the main reason for the Group's translation gain during the period, recorded in the other comprehensive income. Meanwhile, share of profit of associates and joint ventures decreased by $8.9 million due to lower profit contributed from EcoWorld International Berhad ("EWI") as compared to the previous corresponding period.

During the period, the Group completed the disposal of its Vietnam subsidiaries, resulting in a net profit from discontinued operation of $14.3 million. Overall, profit attributable to equity holders of the Company for the half year tripled to $67.5 million as compared to the previous corresponding period.

(ii) Segments

For the half year ended 31 December 2021, GuocoLand Singapore segment continues to be the key contributor to the Group. Revenue increased by more than 40% to $349.2 million due to higher progressive recognition of sales, including Meyer Mansion, Midtown Bay and Midtown Modern. Profit for the period increased by half to $82.0 million.

GuocoLand China segment recorded revenue of $51.1 million for the half year ended 31 December 2021 as compared to $10.0 million in the previous corresponding period. This was mainly contributed by the sales from Guoco Changfeng City. Consequently, profit for the period was $6.9 million as compared to a loss in the previous corresponding period. Meanwhile, revenue from the sales of the launched phases of Chongqing GuocoLand 18T Mansion ("Chongqing 18T") can be recognised only upon completion of the construction and handing over of the units to the buyers.

GuocoLand Malaysia segment's revenue decreased by 26% to $41.6 million for the half year ended 31 December 2021. This was mainly due to lower progressive recognition of sales as compared to the previous corresponding period. Profit for the period decreased by 14% to $3.1 million.

Included in the Others segment is the performance of the hotels and EWI. Revenue from hotels increased by 10% to $10.7 million for the half year ended 31 December 2021. Due to the absence of profit from EWI in the current period, the segment recorded a higher loss as compared to the previous corresponding period.

(iii) <u>Statement of financial position</u>

The Group's equity attributable to ordinary equity holders was $4.02 billion as at 31 December 2021, increased marginally as compared to 30 June 2021. This was because translation gain and profits recorded for the period were partially offset by dividends payment of $66.6 million in November 2021.

During the period, the Group completed its acquisition of the Lentor Central site. Mainly due to this acquisition, the Group's investment properties increased by 5% to $5.24 billion and inventories increased by 16% to $4.11 billion. Total loans and borrowings increased by 15% mainly for the financing of this acquisition.

Contract assets and trade and other receivables collectively fell by more than 30% mainly due to sales proceeds collected for Martin Modern during the period. Meanwhile, contract liabilities increased by 48% to $144.6 million mainly due to proceeds received from the sales of residential units of Chongqing 18T, which recognition for sales in China will take place upon the completion of the construction and handing over of the units to the buyers.

As at 31 December 2021, the Group's gearing remains at approximately one time.

(iv) <u>Statement of cash flows</u>

For the half year ended 31 December 2021, net cash used in operating and investing activities was $195.8 million and $203.7 million respectively, mainly due to the land acquisition during the period. Cash used in the acquisition was partially offset by cash collection from sales proceeds from operation. Meanwhile, financing activities generated net cash of $565.9 million during the period mainly from loans and borrowings for financing of the land acquisition.

18. Where a forecast, or a prospect statement, has been previously disclosed to shareholders, any variance between it and the actual results.

No forecast has been previously disclosed to shareholders.

19. A commentary at the date of the announcement of the significant trends and competitive conditions of the industry in which the Group operates and any known factors or events that may affect the Group in the next operating period and the next 12 months

<u>Singapore</u>
Prices of non-landed private homes grew consecutively for the seventh quarter, up by 5.4% in 4Q 2021, and outstripped the 0.7% growth in third quarter, according to the latest statistics released by the URA. Higher prices were broad-based, from all regions, and attributable to new launches with higher benchmark prices.

The economic outlook remains uncertain but some sectors have started to show signs of recovery. The Singapore private residential market is likely to continue to be driven principally by demand from owner-occupiers. There will likely be fewer new launches in 2022.

In July 2021, the Group successfully won the tender for a 17,279.9 square metre site at Lentor Central to develop a new mixed-use development with 600 residential units and 96,000 sq ft of commercial and retail spaces. The transit-oriented development will be directly connected with Lentor MRT station on the Thomson-East Coast Line (TEL). When fully operational, the commercial and retail components of the development will be accretive to our investment portfolio and recurrent income.

In addition, in January 2022, a consortium comprising GuocoLand, Intrepid Investments Pte. Ltd. and TID Residential Pte. Ltd. bought the neighbouring 17,136.9 square metre Lentor Hills Road site (Parcel A) for $586.6 million.

Demand for Grade A office space in the CBD is expected to remain resilient as the economy recovers and companies prepare for their growth.

China
Average new home prices across the 70 biggest cities in China declined marginally for the fourth consecutive month, contracting by 0.28% month-on-month in December 2021, according to Reuters' analysis of data released by China's National Bureau of Statistics. This was a reflection of the weak demand which persisted due to the credit tightening and restrictive policies in the property sector. Against this backdrop, home prices in Chongqing and Shanghai remained resilient, increasing by 0.3% and 0.4% month-on-month respectively. Compared to a year ago, home prices rose by 4.2% in Shanghai and 7.9% in Chongqing.

Malaysia
According to data released by National Property Information Centre ("NAPIC"), Malaysia's home price index dipped by 0.7% year-on-year and 1.9% over the previous quarter in 3Q 2021, mainly due to the scale back in new launches during the period.

20. Dividend information

20.1 Current Financial Period Reported on

Any dividend recommended for the current financial period reported on? No

20.2 Corresponding Period of the Immediate Preceding Financial Year

Any dividend declared for the corresponding period of the immediately preceding financial year? No

20.3 Date Payable

Not applicable

20.4 Books Closure Date

Not applicable

21. Interested person transactions

The Company does not have a shareholders' mandate for interested person transactions.

22. Confirmation that the issuer has procured undertaking from all its directors and executive officers (in the format set out in Appendix 7.7) under Rule 720(1)

GuocoLand Limited confirms that undertakings under Rule 720(1) have been obtained from all its directors and executive officers in the format set out in Appendix 7.7.

23. Confirmation Pursuant to Rule 705(5) of the Listing Manual

The Directors confirm that, to the best of their knowledge, nothing has come to the attention of the Board of Directors which may render the unaudited condensed interim consolidated financial statements of GuocoLand Limited for the half year ended 31 December 2021, to be false or misleading in any material aspect.

Signed by Mr Moses Lee Kim Poo and Mr Cheng Hsing Yao on behalf of the Board of Directors.

24. Disclosure on acquisitions and realisations pursuant to Rule 706A

During the half year ended 31 December 2021:

24.1 The following indirect wholly-owned subsidiaries were established in Singapore:

Date	Details	Announcement Reference No.
29 July 2021	1. Name : Lentor Central Pte. Ltd. Principal Activities : Letting of self-owned or leased real estate property Issued & Paid-up Share Capital : S$1.00 2. Name : Lentor Residence Development Pte. Ltd. Principal Activities : Real estate developers Issued & Paid-up Share Capital : S$1.00	-
29 October 2021	1. Name : Prosper A Pte. Ltd. Principal Activities : Property development and/or investment Issued & Paid-up Share Capital : S$1.00 2. Name : Thrive A Pte. Ltd. Principal Activities : Property development and/or investment Issued & Paid-up Share Capital : S$1.00	-

24.2 There were sale of shares resulting in the following companies to cease as subsidiaries of the Company:

Date	Details	Announcement Reference No.
6 July 2021	1. GuocoLand Vietnam Company Limited ("GVC") 2. GuocoLand Binh Duong Property Co., Ltd. ("GLBD") The completion of the sale of the entire charter capital of GVC by GuocoLand Vietnam (S) Pte. Ltd. ("GLVS"), the Company's wholly-owned subsidiary. GVC, in turn is the legal and beneficial owner of all the capital contribution in GLBD. Accordingly, both GVC and GLBD had ceased to be subsidiaries of GLVS and the Company.	SG201014OTHRVWT2 dated 14 October 2020
14 September 2021	1. Shanghai Xinhaozhong Holding Co., Ltd ("SHXHZ") The completion of the transfer of 98% equity interest in SHXHZ by GuocoLand (China) Limited ("GLC"), the Company's wholly-owned subsidiary, to Shanghai Daoxiu Computer Technology Co., Ltd. and accordingly, SHXHZ had ceased to be a subsidiary of GLC and the Company.	SG210707OTHR24FM dated 7 July 2021

BY ORDER OF THE BOARD

Mary Goh Swon Ping
Group Company Secretary
27 January 2022