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ISETAN (SINGAPORE) LIMITED

(UEN No: 197001177H)
(Incorporated in Singapore)

ISETAN MITSUKOSHI LTD.

(Registration No: 4011101059648)
(Incorporated in Japan)

JOINT ANNOUNCEMENT

PROPOSED ACQUISITION BY ISETAN MITSUKOSHI LTD. OF ALL THE ORDINARY SHARES IN THE ISSUED SHARE CAPITAL OF ISETAN (SINGAPORE) LIMITED (OTHER THAN THOSE HELD BY ISETAN MITSUKOSHI LTD.) BY WAY OF A SCHEME OF ARRANGEMENT

1. INTRODUCTION

1.1 The Scheme. The respective boards of directors of Isetan (Singapore) Limited (the “**Company**”) and Isetan Mitsukoshi Ltd. (the “**Offeror**”) are pleased to announce the proposed acquisition (the “**Acquisition**”) of all the ordinary shares in the issued share capital of the Company (other than those held by the Offeror) (the “**Target Shares**”) by the Offeror, a company incorporated in Japan which is a wholly-owned subsidiary of Isetan Mitsukoshi Holdings Ltd. (“**Isetan Mitsukoshi Holdings**”). The Acquisition will be effected by way of a scheme of arrangement (the “**Scheme**”) in accordance with Section 210 of the Companies Act 1967 of Singapore (the “**Companies Act**”) and the Singapore Code on Take-overs and Mergers (the “**Code**”).

1.2 Implementation Agreement. In connection with the Acquisition, the Offeror and the Company (each, a “**Party**” and collectively, the “**Parties**”) have on 1 April 2024 entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Parties will implement the Scheme.

1.3 Scheme Consideration

Under the Scheme, the following Scheme Consideration (as defined below) will be offered:

S\$7.20 in cash for each Target Share.

2. INFORMATION ON THE PARTIES

2.1 The Company. The Company was incorporated in Singapore on 21 December 1970 and was listed on the Mainboard of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) on 12 October 1981. The business carried on by the Company includes operating department stores and a supermarket, and trading in general merchandise and earning income from its investment properties.

The board of directors of the Company (the “**Board**”) comprises the following:

- (i) Mr. Toshifumi Hashizume (Non-independent and non-executive director);
- (ii) Mr. Shioji Hiramatsu (Executive director);
- (iii) Associate Professor Victor Yeo Chuan Seng (Independent non-executive director);
- (iv) Mr. Richard Tan Chuan-Lye (Independent non-executive director);
- (v) Ms. Carmen Wee Yik Cheng (Independent non-executive director); and
- (vi) Ms. Lim Bee Choo (Independent non-executive director).

As at the date of this Joint Announcement (the “**Joint Announcement Date**”), the Company has an issued and paid-up share capital of S\$91,710,461.17 comprising 41,250,000 Shares (as defined below), with no treasury shares.

2.2 The Offeror. The Offeror was incorporated on 1 April 2011 and its headquarters are in Tokyo, Japan. The Offeror, which operates department stores in Japan, is wholly owned by, and is one of the principal consolidated subsidiaries of, Isetan Mitsukoshi Holdings, a company established on 1 April 2008 in Japan and listed on the Tokyo Stock Exchange, whose principal businesses are management planning and management of subsidiaries and group companies engaged in department store and other businesses, and all related operations.

As at the Joint Announcement Date, the board of directors of the Offeror comprises the following:

- (i) Mr. Toshihiko Sugie (the Chairman of the Offeror);
- (ii) Mr. Toshiyuki Hosoya (the President and CEO of the Offeror, and the President and CEO and a director of Isetan Mitsukoshi Holdings);
- (iii) Mr. Takayuki Tsujii (the Operating Officer of the Offeror and Isetan Mitsukoshi Holdings, the General Manager of the Corporate Real Estate Business Division of the Offeror, and the General Manager of the Corporate Real Estate Business Division of Isetan Mitsukoshi Holdings); and
- (iv) Mr. Shota Kondo (the Operating Officer of the Offeror and Isetan Mitsukoshi Holdings, and Store Manager of the Isetan Shinjuku Main Store).

2.3 The Offeror’s Shareholdings in the Company. As at the Joint Announcement Date, the Offeror has a direct interest in 21,750,000 Shares which represents approximately 52.73 per cent. of the issued share capital of the Company.

3. RATIONALE FOR THE ACQUISITION

3.1 Opportunity for the Target Shareholders of the Company to Realise their Investment

The Scheme Consideration represents a significant premium to historical trading prices

The Offeror believes that the Scheme Consideration of S\$7.20 per ordinary share in the capital of the Company (excluding the treasury shares) (collectively, “**Shares**”) presents Target Shareholders (as defined below) with a highly attractive premium to prevailing market prices. The Scheme Consideration offers the Target Shareholders (as defined below) a 37.40% premium over the highest closing market price of the Company over the past 5 years of S\$5.24, and a 26.32% premium over the highest intra-day traded price over the same period of S\$5.70. The Scheme Consideration also represents a premium over the relevant volume-weighted average price (“**VWAP**”), closing prices, and Net Asset Value (“**NAV**”) of the Company as follows:

| Description | Benchmark Price (S\$)⁽²⁾ | Premium over Benchmark Price (%)⁽³⁾ |
|--|--|---|
| VWAP of the Shares traded on the SGX-ST for the one-month period prior to and including 28 March 2024 (“ Last Trading Day ”) ⁽¹⁾ | 2.63 | 173.4 |
| VWAP of the Shares traded on the SGX-ST for the three-month period prior to and including the Last Trading Day ⁽¹⁾ | 2.66 | 171.1 |
| VWAP of the Shares traded on the SGX-ST for the six-month period prior to and including the Last Trading Day ⁽¹⁾ | 2.68 | 168.9 |
| VWAP of the Shares traded on the SGX-ST for the twelve-month period prior to and including the Last Trading Day ⁽¹⁾ | 2.85 | 152.4 |
| Closing price on the Last Trading Day | 2.84 | 153.5 |
| NAV per Share as at 31 December 2023 ⁽⁴⁾ | 2.58 | 178.9 |

Notes:

1. Based on data extracted from Bloomberg Finance L.P. The VWAPs of Shares are calculated by using the total value over the total volume of Shares traded in the relevant period prior to and including the Last Trading Day.
2. Rounded to the nearest two decimal places.
3. Rounded to the nearest one decimal place.
4. Based on the reported net asset value per Share as at 31 December 2023 disclosed in the Company’s unaudited consolidated financial statements for the 12 months ended 31 December 2023 as announced by the Company on the SGXNET on 28 February 2024, and as revised in the announcement by the Company on the SGXNET on 25 March 2024 (the “**2023 Unaudited Full Year Results**”).

Opportunity for Target Shareholders to fully exit their investment that is otherwise difficult due to the low liquidity of the Target Shares

The Offeror believes the Acquisition to be a rare opportunity for the Target Shareholders (as defined below) to achieve full liquidity on their investment in the Company. The Shares of the Company have had highly limited trading liquidity in the market, with average daily trading volumes⁽¹⁾ of approximately 1,571, 689, 400, and 700 Shares over the last one-month, three-month, six-month and twelve-month periods respectively, up to and including the Last Trading Day. This represents no more than approximately 0.01% of the Company's free float⁽²⁾ for the foregoing periods. The Company's shares showed no trading activity on approximately 67.1% of eligible trading days over the last twelve-month period, up to and including the Last Trading Day.

The Scheme also provides Target Shareholders (as defined below) the option to fully realise their investment for cash without incurring any brokerage or other trading costs.

Notes:

1. The average daily trading volume of the Shares was computed based on the total number of Shares traded during the relevant periods divided by the number of market days which the SGX-ST was open for trading of the securities for the relevant periods.
2. Free float is calculated based on the difference between (i) the total number of 41,250,000 Shares in issue; and (ii) the 21,750,000 Shares held by the Offeror; and (iii) 3,437,500 Shares held by Isetan Foundation as at the Joint Announcement Date.

No other alternatives for Target Shareholders to realise value of their investment in the Target Shares

The Company has attempted to unlock value for all shareholders through the divestment of assets, namely its strata title in Wisma Atria. The attempt, which was announced on 22 January 2021, 11 June 2021 and 15 December 2021, was ultimately unsuccessful and did not return any capital to the Target Shareholders (as defined below).

In addition, it is unlikely for there to be other competing offers for the Company given that the Offeror holds more than 50 per cent. of Shares in the Company.

3.2 Operational flexibility

The Offeror believes that the Acquisition and subsequent privatisation of the Company would provide the Offeror with greater flexibility to find synergies with the Offeror's overall business strategy for its international operations and to achieve greater operational efficiencies as a wholly-owned subsidiary. For the financial year ending 31 December 2023, the Company reported a net loss of S\$1.159 million in the 2023 Unaudited Full Year Results. The Offeror believes it can dedicate substantial focus and resources required to optimise the business' operations and strategy as one of its wholly-owned subsidiaries. Privatising the Company will also bring the Company in line with the Offeror's other international operations, which are all through unlisted entities.

3.3 Costs of maintaining listing status

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements under the Mainboard Rules. In the event that the Company is delisted from the SGX-ST, the Company will be able to save on expenses and costs relating to the maintenance of its listed status and channel such resources to its business operations.

4. THE SCHEME

4.1 The Acquisition. Under the Scheme:

4.1.1 all the Target Shares held by the persons who are registered as holders of Target Shares in the register of members of the Company and depositors who have Target Shares entered against their names in the Depository Register (the “**Target Shareholders**”) as at a date and time to be announced (before the date on which the Scheme becomes effective in accordance with its terms (“**Effective Date**”)) by the Company on which the Transfer Books and the Register of Members will be closed in order to determine the entitlements of the Target Shareholders in respect of the Scheme (the “**Record Date**”) will be transferred to the Offeror:

- (i) fully paid up;
- (ii) free from all mortgage, assignment, debenture, lien, hypothecation, charge, pledge, adverse claim, title retention, easement, hire purchase, right to acquire, security agreement, security interest, option, power of sale, any right of pre-emption, first offer, first refusal or tag-along or drag-along or any third party right or interest or an agreement, arrangement or obligation to create any of the foregoing (as at the date of such transfer); and
- (iii) together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) declared, paid or made by the Company to the Target Shareholders on or after the Joint Announcement Date.

If any dividends, rights or other distributions are declared, paid or made by the Company to the Target Shareholders on or after the Joint Announcement Date and before the Effective Date, the Offeror reserves the right to reduce the Scheme Consideration by the amount of such dividends, rights or other distributions; and

4.1.2 in consideration for such transfer, each Target Shareholder as at the Record Date will be entitled to receive for each Target Share held as at the Record Date S\$7.20 in cash (the “**Scheme Consideration**”).

4.2 **Scheme Document.** Further information on the Scheme and the terms and conditions upon which the Scheme will be implemented by the Company and the Offeror will be set out in the document to be issued by the Company to the Target Shareholders in respect of the Scheme (the “**Scheme Document**”). The indicative timetable for the Acquisition is set out in **Schedule 1** to this Joint Announcement.

4.3 Delisting. Upon the Scheme becoming effective in accordance with its terms, the Company will become a wholly-owned subsidiary of the Offeror, and will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

5. SCHEME CONDITIONS

5.1 Scheme Conditions. The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of a number of conditions precedent (the “**Scheme Conditions**”) which are set out in **Schedule 2** to this Joint Announcement.

5.2 Benefit of Scheme Conditions.

5.2.1 The Offeror’s Benefit. The Offeror may waive in writing any Scheme Condition in paragraphs 7, 8(ii), 9 and 10 of **Schedule 2** to this Joint Announcement. Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the Offeror. The Offeror may at any time and from time to time at its sole and absolute discretion waive in writing any such breach or non-fulfilment.

5.2.2 The Company’s Benefit. The Company may waive in writing any Scheme Condition in paragraphs 8(i) and 11 of **Schedule 2** to this Joint Announcement. Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the Company. The Company may at any time and from time to time at its sole and absolute discretion waive in writing any such breach or non-fulfilment.

5.2.3 Mutual Benefit. The Offeror and the Company may jointly waive in writing any non-fulfilment of the Scheme Conditions in paragraphs 5 and 6 of **Schedule 2** to this Joint Announcement (to the extent legally permissible). For the avoidance of doubt, the Scheme Conditions in paragraphs 1 to 4 of **Schedule 2** to this Joint Announcement are not capable of being waived by either or both of the Company and the Offeror.

6. TERMINATION

6.1 Right to Terminate. The Implementation Agreement may be terminated with immediate effect by giving notice in writing at any time prior to the date falling on a day (other than a Saturday, Sunday or public holiday) on which banks in Singapore and Japan are generally open for business (“**Business Day**”) immediately prior to the Effective Date (the “**Relevant Date**”):

6.1.1 Court Order: by either the Offeror or the Company, if any court of competent jurisdiction or Governmental Authority has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Scheme, the Acquisition or any part thereof, or has refused to do anything necessary to permit the Scheme, the Acquisition or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable.

“**Governmental Authority**” means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, administrative, regulatory, fiscal or judicial agency, court or other authority thereof; and

- (b) any quasi-government or quasi-governmental agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Taxation, importing or other governmental or quasi-governmental authority;

6.1.2 Breach: by either:

- (i) the Offeror, in the event the Company is in breach of its representations and warranties set out in the Implementation Agreement as at the date of the Implementation Agreement (or would be as if such representations and warranties were repeated as at the Relevant Date as though made on and as at each such date), except to the extent any representations and warranties given by it expressly relates to an earlier date (in which case as at such earlier date), in each such case, which:
 - (a) has not been substantially remedied (if capable of remedy) as of the Record Date; and
 - (b) is material in the context of the Scheme; or
- (ii) the Company, if the Offeror is in breach of the representations and warranties of the Offeror set out in the Implementation Agreement (or would be if the representations and warranties were repeated at that time) which are material in the context of the Scheme, and the Offeror fails to remedy such breach (if capable of remedy) within 30 days after being given written notice by the Company to do so;

6.1.3 Target Shareholders' Approval: by either the Offeror or the Company, if the resolution submitted to the meeting of the shareholders of the Company ("**Scheme Meeting**") to be convened at the direction of the High Court of Singapore ("**Court**") for the purpose of considering and, if thought fit, approving the Scheme (and shall include any adjournment of the meeting) is not approved by the requisite majority (see paragraph 7.1 below);

6.1.4 Material Adverse Effect: by the Offeror, if there has been an occurrence of a Material Adverse Effect.

"**Material Adverse Effect**" means any one or more fact, matter, event, circumstance, condition, effect, occurrence or change which, whether individually or in the aggregate, has or have the effect of any of the following:

- (i) causing a diminution in the aggregate value of the net assets of the Company by more than S\$31,951,800, being 30 per cent. of the aggregate value of the net assets of the Company (as referred to in the 2023 Unaudited Full Year Results) attributable to shareholders of the Company as at 31 December 2023; and
- (ii) causing a diminution in the aggregate fair value of the Investment Properties by more than S\$90,123,300, being 30 per cent. of the aggregate fair value of

the Investment Properties as at 31 December 2022 (as referred to in the audited consolidated financial statements of the Company as at 31 December 2022).

“Investment Properties” means (i) Isetan Wisma Atria, the property located at 435 Orchard Road Singapore 238877; and (ii) the portion of Kallang Pudding warehouse, the property located at 5 Kallang Pudding Road #01-03 Singapore 349309, that is classified as an investment property in the audited consolidated financial statements of the Company as at 31 December 2022,

in each case, as determined based on any of the following: (a) any information that is publicly released or disclosed by the Company or otherwise made available to the Offeror prior to the Relevant Date, (b) the latest available consolidated unaudited management accounts (to be prepared in accordance with the accounting principles, policies, bases, practices and estimation techniques used in preparing the audited consolidated financial statements of the Company as at 31 December 2022 applied on a consistent basis) immediately prior to the Relevant Date or (c) additionally, in the case of (ii) above, any professional appraisals of the value of the Investment Properties obtained prior to the Relevant Date, provided that any occurrence, condition, change, event or effect directly or indirectly resulting from or relating to any of the following matters shall be excluded in determining such diminution:

- (i) any change in Singapore Financial Reporting Standards (International) or any accounting policies and principles, or in the interpretation thereof, as imposed upon the Company or its businesses or any change in law, or in the interpretation thereof;
- (ii) any act or omission of the Offeror or its concert parties;
- (iii) any matter fully and fairly disclosed in sufficient detail to enable the Offeror to assess the fact or circumstance in question and its impact upon the Company to which the disclosure relates in all information provided to the Offeror (or its advisers) by or on behalf of the Company in writing prior to the date of the Implementation Agreement (including all responses provided in writing by or on behalf of the Company to queries raised by the Offeror (or its advisers) during the process of any investigation carried out by or on behalf of the Offeror in connection with the Acquisition and the Scheme prior to the date of the Implementation Agreement) or provided for under the terms of the Scheme, the Acquisition and the Implementation Agreement; and
- (iv) any matter or thing hereafter done or omitted to be done as required, contemplated or permitted under the Scheme, the Acquisition and the Implementation Agreement (or any related agreements) or otherwise at the request of the Offeror or its concert parties or with the approval of the Offeror or its concert parties (such approval not to be unreasonably withheld, conditioned or delayed),

in each case, provided that: (i) the occurrence of the events set out in this paragraph 6.1 is material in the context of the Acquisition and/or Scheme, (ii) after prior consultation with the

Securities Industry Council of Singapore (“**SIC**”), and (iii) the SIC giving its approval for, or stating that it has no objection to, such termination.

6.2 Non-fulfilment of Scheme Conditions. In addition, in the event:

6.2.1 any of the Scheme Conditions set out in paragraphs 1 to 6 of **Schedule 2** to this Joint Announcement is not satisfied (or, if applicable, has not been waived), or if the Scheme has not become effective on or before 5.00 p.m. in Singapore on the date falling six months from the Joint Announcement Date or such other date as may be agreed in writing between the Offeror and the Company (the “**Cut-Off Date**”), either the Offeror or the Company may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company or the Offeror (as the case may be);

6.2.2 any of the Scheme Conditions set out in paragraphs 7, 8(ii), 9 and 10 of **Schedule 2** to this Joint Announcement is not satisfied (or, if applicable, waived), on or before 5.00 p.m. in Singapore on the Cut-Off Date, the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company; or

6.2.3 any of the Scheme Conditions set out in paragraphs 8(i) and 11 of **Schedule 2** to this Joint Announcement is not satisfied (or, if applicable, waived), on or before 5.00 p.m. in Singapore on the Cut-Off Date, the Company may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Offeror,

in each case, provided that: (i) the non-fulfilment of any Scheme Condition is material in the context of the Acquisition and/or the Scheme, (ii) after prior consultation with the SIC, and (iii) the SIC giving its approval for, or stating that it has no objection to, such termination.

6.3 Effect of Termination. In the event of termination of the Implementation Agreement by either the Company or the Offeror (as the case may be) pursuant to the terms of the Implementation Agreement:

6.3.1 the Implementation Agreement shall cease to have any further force or effect (save for certain surviving provisions); and

6.3.2 neither the Offeror nor the Company shall have any further liability or obligation to the other Party (save for certain surviving provisions).

7. APPROVALS REQUIRED

7.1 Scheme Meeting and Court Sanction. The Scheme will require, *inter alia*, the following approvals:

7.1.1 the approval-in-principle from the SGX-ST of the Scheme Document and for the proposed delisting of the Company from the SGX-ST after the Scheme becomes effective in accordance with its terms;

7.1.2 the approval of the Scheme by a majority in number representing three-fourths in value of the shareholders of the Company present and voting at the Scheme Meeting pursuant to the requirements of Section 210(3AB) of the Companies Act; and

7.1.3 the sanction of the Scheme by the Court.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the order of the Court sanctioning the Scheme has been lodged with the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”).

7.2 SIC Confirmations. Pursuant to an application made to the SIC to seek certain rulings and confirmations in relation to the Acquisition and the Scheme, the SIC has confirmed, *inter alia*, that:

7.2.1 the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to the following conditions:

- (i) the common substantial shareholders of the Offeror and its concert parties on the one hand, and the Company on the other hand, abstain from voting on the Scheme;
- (ii) the Offeror and its concert parties abstain from voting on the Scheme;
- (iii) the directors of the Company who are also directors of the Offeror or who are acting in concert with those persons in (i) or (ii) above abstain from making a recommendation on the Scheme to the Target Shareholders;
- (iv) the Scheme Document contains advice to the effect that by voting for the Scheme, the Target Shareholders are agreeing to the Offeror and its concert parties acquiring or consolidating effective control of the Company without having to make a general offer for the Company;
- (v) the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in the Company as of the latest practicable date and their voting rights in the Offeror and the Company after the Scheme;
- (vi) the Company appoints an independent financial adviser to advise the Target Shareholders on the Scheme; and
- (vii) the Scheme being completed within 12 months (unless extended with the SIC’s consent) from the Joint Announcement Date; and

7.2.2 it has no objections to the Scheme Conditions.

8. FUTURE INTENTIONS FOR THE COMPANY

There is presently no intention by the Offeror to (i) introduce any major changes to the business of the Company, (ii) dispose of, sell or re-deploy the fixed assets of the Company, or (iii)

discontinue the employment of the employees of the Company, save in the ordinary course of business.

The board of directors of the Offeror retains and reserves the right and flexibility at any time after the completion of the Scheme to consider or pursue any options in relation to the Company which may present themselves and which the board of directors of the Offeror (at such time) may regard to be in the interest of the Company, while also taking into account the interests of the various stakeholders of the Company.

9. CONFIRMATION OF FINANCIAL RESOURCES

Nomura Singapore Limited, being the financial adviser to the Offeror (the “**Offeror Financial Adviser**”) in connection with the Acquisition and the Scheme, confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Target Shares to be acquired by the Offeror pursuant to the Scheme.

10. FINANCIAL ADVISERS

10.1 Financial Adviser to the Offeror. Nomura Singapore Limited is the financial adviser to the Offeror in connection with the Acquisition and the Scheme.

10.2 Independent Financial Adviser to the Independent Directors. SAC Capital Private Limited has been appointed as the independent financial adviser (the “**IFA**”) to advise the directors of the Company who are considered to be independent for the purposes of the Acquisition and the Scheme (collectively, the “**Independent Directors**”) for the purposes of making a recommendation to the Target Shareholders in connection with the Scheme. Full details of the Scheme, including the recommendation of the Independent Directors along with the advice of the IFA (the “**IFA Letter**”), will be included in the Scheme Document.

11. SCHEME DOCUMENT

11.1 Scheme Document. The Scheme Document containing full details of the Scheme (including the recommendation of the Independent Directors along with the IFA Letter) and giving notice of the Scheme Meeting will be despatched to Target Shareholders in due course.

Target Shareholders are advised to refrain from taking any action in relation to their Target Shares which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the Independent Directors on the Scheme as well as the advice of the IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

12. DISCLOSURE OF INTERESTS

12.1 Company. As at the Joint Announcement Date, the interests in Target Shares held by the directors of the Company are set out below:

| Directors | Direct Interest | | Deemed Interest | |
|---|----------------------|--------------------------|----------------------|--------------------------|
| | No. of Target Shares | Per cent. ⁽¹⁾ | No. of Target Shares | Per cent. ⁽¹⁾ |
| Associate Professor Victor Yeo Chuan Seng | 1,000 | 0.002 | - | - |

Notes:

(1) Rounded to the nearest three decimal places and based on 41,250,000 Shares in issue, with no treasury shares, as at the Joint Announcement Date.

Save as disclosed in this Joint Announcement, no director of the Company or controlling Target Shareholder has any interest in the Scheme (other than by reason only of being a director of the Company or Target Shareholder).

12.2 Offeror

12.2.1 No Holdings. Save as disclosed in this Joint Announcement, as at the Joint Announcement Date, none of (i) the Offeror and Isetan Mitsukoshi Holdings, (ii) the directors of the Offeror and Isetan Mitsukoshi Holdings, and (iii) the Offeror Financial Adviser, (collectively, the “**Relevant Persons**”) owns, controls or has agreed to acquire any (a) Shares, (b) securities which carry voting rights in the Company and (c) convertible securities, warrants, options or derivatives in respect of such Shares or securities which carry voting rights in the Company (collectively, the “**Target Securities**”).

12.2.2 No Irrevocable Commitments. As at the Joint Announcement Date, neither the Offeror nor any Relevant Person has received any irrevocable undertaking from any party to vote in favour of, or abstain from voting on, the Scheme as at the Joint Announcement Date.

12.2.3 Security Arrangements. Save as disclosed in this Joint Announcement Date, as at the Joint Announcement Date, neither the Offeror nor any of the other Relevant Persons has (i) granted a security interest relating to any Target Securities to another person, whether through a charge, pledge or otherwise, (ii) borrowed any Target Securities from another person (excluding Target Securities which have been on-lent or sold) or (iii) lent any Target Securities to another person.

12.2.4 Other Arrangements. Save as disclosed in this Joint Announcement, as at the Joint Announcement Date, neither the Offeror nor any of the other Relevant Persons has entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to the Target Securities which might be material to the Scheme.

12.3 Confidentiality. In the interests of confidentiality, save for the Relevant Persons, the Offeror has not made enquiries in respect of certain other parties who are or may be deemed to be acting in concert with it in connection with the Scheme. Similarly, in the interests of confidentiality, the Offeror Financial Adviser has not made any enquiries in respect of the other members of its group. Further enquiries will be made of such persons subsequent to this Joint

Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

13. OVERSEAS SHAREHOLDERS

The applicability of the Scheme to Target Shareholders whose addresses are outside Singapore, as shown on the register of members of the Company, or as the case may be, in the records of The Central Depository (Pte) Limited (each, an “**Overseas Target Shareholder**”) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Target Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the Offeror and the Company reserve the right not to send such documents to the Overseas Target Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Target Shareholders (including the Overseas Target Shareholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Target Shareholders who are in doubt about their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to Overseas Target Shareholders will be contained in the Scheme Document.

14. DOCUMENTS FOR INSPECTION

A copy of the Implementation Agreement will be made available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

15. RESPONSIBILITY STATEMENTS

- 15.1 Company.** The directors of the Company (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Offeror and/or Isetan Mitsukoshi Holdings or any opinion expressed by the Offeror and/or Isetan Mitsukoshi Holdings) are fair and accurate and that no material facts have been omitted from this Joint Announcement, and they jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Offeror and/or Isetan Mitsukoshi Holdings, the sole responsibility of the directors of the Company has been to ensure through reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Company do not accept any responsibility for any information relating to the Offeror and/or

Isetan Mitsukoshi Holdings or any opinion expressed by the Offeror and/or Isetan Mitsukoshi Holdings.

15.2 Offeror. The directors of the Offeror (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Company or any opinion expressed by the Company) are fair and accurate and that no material facts have been omitted from this Joint Announcement, and they jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Company, the sole responsibility of the directors of the Offeror has been to ensure through reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Offeror do not accept any responsibility for any information relating to the Company or any opinion expressed by the Company.

1 April 2024

By order of the Board

By order of the board of directors

ISETAN (SINGAPORE) LIMITED

ISETAN MITSUKOSHI LTD.

Any queries relating to this Joint Announcement, the Acquisition or the Scheme should be directed to:

Nomura Singapore Limited

Tel: **+65 6433 6346**

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s or the Company’s (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Target Shareholders and investors of the Offeror and the Company should not place undue reliance on such forward-looking statements, and neither the Offeror nor the Company undertakes any obligation to update publicly or revise any forward-looking statements.

Schedule 1 Indicative Timetable

The timeline below is indicative only and subject to change. Please refer to future SGXNET announcement(s) by the Company for the exact dates of these events.

| Indicative Date | Event |
|---------------------------------|---|
| 1 April 2024 | Announcement of Scheme |
| End-May to Early-June 2024 | First Court Hearing ⁽¹⁾ |
| Mid-June to End-June 2024 | Despatch of Scheme Document ⁽²⁾ |
| Early-July to Mid-July 2024 | Scheme Meeting |
| End-July to Early-August 2024 | Second Court Hearing to approve the Scheme ⁽¹⁾ |
| Early-August to Mid-August 2024 | Effective Date ⁽³⁾ |

Notes:

- (1) The dates of the Court hearings of the application to (i) convene the Scheme Meeting and (ii) approve the Scheme will depend on the dates that are allocated by the Court.
- (2) The date of despatch of the Scheme Document is subject to the SGX-ST's approval of the Scheme Document.
- (3) On the basis that the Court Order is lodged with ACRA pursuant to Section 210(5) of the Companies Act by the Company on the 10th Business Day from the date of sanction of the Scheme by the Court.

Schedule 2

Scheme Conditions

All capitalised terms used and not defined in this **Schedule 2** to this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

The Acquisition is conditional upon the satisfaction (or, where applicable, the waiver) of the following:

1. **Approval by Shareholders for the Scheme:** the approval of the Scheme by a majority in number representing three-fourths in value of the Shareholders present and voting at the Scheme Meeting pursuant to the requirements of Section 210(3AB) of the Companies Act;
2. **Court Order:** the grant of the order of the Court sanctioning the Scheme pursuant to Section 210 of the Companies Act ("**Scheme Court Order**") and such court order having become final;
3. **ACRA Lodgement:** the lodgement of the Scheme Court Order with ACRA in accordance with Section 210(5) of the Companies Act;
4. **Regulatory Approvals:** (A) all the Regulatory Approvals as set out in this paragraph 4 of this **Schedule 2** to this Joint Announcement having been obtained or granted and remaining in full force and effect from the date such Regulatory Approvals are obtained or granted, up to the Relevant Date, and (B) where relevant, all applicable waiting periods in relation to the Regulatory Approvals having expired or been terminated:
 - (i) confirmations from the SIC that:
 - (a) Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code do not apply to the Scheme, subject to any conditions that the SIC may deem fit to impose; and
 - (b) the SIC has no objections to the conditions set out in this **Schedule 2** to this Joint Announcement; and
 - (ii) approval-in-principle from the SGX-ST of the Scheme Document and for the proposed delisting of the Company from the SGX-ST after the Scheme becomes effective in accordance with its terms.
5. **Other Authorisations:** in addition to the approvals aforementioned in paragraph 4 of this **Schedule 2** to this Joint Announcement above, the receipt of all authorisations, consents, clearances, permissions and approvals as are necessary or required by either or both Parties

"**Regulatory Approvals**" means such authorisations, consents, clearances, permissions and/or approvals and/or other acts from any Governmental Authority as required by either Party to the Implementation Agreement which, or which the Parties may agree are necessary, to complete the Acquisition or implement the Scheme or to give effect to the provisions of the Implementation Agreement;

under any and all applicable laws, from all Governmental Authorities, for or in respect of the Acquisition or the implementation of the Scheme;

6. **No Legal or Regulatory Restraint:** between the date of the Implementation Agreement and up to the Relevant Date, there being no issuance of any order, injunction, judgment, decree or ruling by any Governmental Authorities or by any court of competent jurisdiction preventing the consummation of the Acquisition or the implementation of the Scheme, being in effect as at the Relevant Date;
7. **Third Parties:** the receipt of all authorisations, consents, clearances, permissions and approvals as are necessary or required by the Company from (i) certain financial institutions which have extended banking or credit facilities to the Company or have entered into derivative arrangements with the Company or otherwise have financial arrangements with the Company and (ii) counterparties to certain contracts entered into by the Company, for or in respect of the implementation of the Scheme and/or the Acquisition;
8. **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Relevant Date, no Prescribed Occurrence in relation to (i) the Offeror (as set out in **Part 1 of Schedule 3** to this Joint Announcement); or (ii) the Company (as set out in **Part 2 of Schedule 3** to this Joint Announcement), in each case which is material in the context of the Scheme and occurring other than as required or contemplated by the Implementation Agreement or the Scheme;
9. **No Material Adverse Effect:** there having been no occurrence of any Material Adverse Effect from the date of the Implementation Agreement and up to the Relevant Date (both inclusive) (see paragraph 6.1.4 above);
10. **Company Representations and Warranties:** there having been no breach by the Company of its representations and warranties set out in Clauses 7.2 and 7.3.2 and Part 2 of Schedule 1 to the Implementation Agreement as at the date of the Implementation Agreement and as at the Relevant Date as though made on and as at each such date, except to the extent any representations and warranties given by it expressly relates to an earlier date (in which case as at such earlier date), in each such case, which:
 - (i) has not been substantially remedied (if capable of remedy) as of the Record Date; and
 - (ii) is material in the context of the Scheme; and
11. **Offeror Representations and Warranties:** there having been no breach by the Offeror of its representations and warranties given under Clauses 7.1 and 7.3.1 and Part 1 of Schedule 1 to the Implementation Agreement as at the date of the Implementation Agreement and as at the Relevant Date as though made on and as at each such date, except to the extent any representations and warranties given by it expressly relates to an earlier date (in which case as at such earlier date), in each such case, which is material in the context of the Scheme.

Schedule 3 Prescribed Occurrence

All capitalised terms used and not defined in this **Schedule 3** to this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company from the Joint Announcement Date up until the Effective Date.

Part 1 – Prescribed Occurrence in relation to the Offeror

For the purpose of the Implementation Agreement, “**Prescribed Occurrence**” means, in relation to the Offeror, any of the following:

- 1. Injunction:** an injunction or other order issued against the Offeror by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by the Offeror;
- 2. Resolution for Winding Up:** the Offeror resolving that it be wound up;
- 3. Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Offeror;
- 4. Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Offeror;
- 5. Composition:** the Offeror entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
- 6. Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Offeror;
- 7. Insolvency:** the Offeror becoming or being deemed by applicable Laws or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
- 8. Cessation of Business:** the Offeror ceases or threatens to cease for any reason to carry on business in the usual and ordinary course;
- 9. Investigations and Proceedings:** if the Offeror or any of its directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding;
- 10. Breach of the Implementation Agreement:** the Offeror being in material breach of any of the provisions of the Implementation Agreement; or
- 11. Analogous Event:** any event occurs which, under applicable Laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

Part 2 – Prescribed Occurrence in relation to the Company

For the purpose of the Implementation Agreement, “**Prescribed Occurrence**”, in relation to the Company means any of the following:

1. **Conversion of Shares:** the Company converting all or any of its shares into a larger or smaller number of shares;
2. **Share Buy-back:** the Company (i) undertaking any share buy-backs; or (ii) entering into a share buy-back agreement or resolving to approve the terms of a share buy-back agreement under the Companies Act or the equivalent companies or securities legislation;
3. **Alteration of Share Capital:** the Company resolving to reduce or otherwise alter its share capital in any way;
4. **Allotment of Shares:** the Company making an allotment of, or granting an option to subscribe for, any shares, or securities convertible into shares or agreeing to make such an allotment or to grant such an option or convertible security;
5. **Issuance of Debt Securities:** the Company issuing, or agreeing to issue, convertible notes or other debt securities;
6. **Dividends:** the Company declaring, making or paying any dividends or any other form of distribution to its shareholders;
7. **Suspension or Delisting from the SGX-ST:** the Company being suspended by the SGX-ST or removed from the Main Board of the SGX-ST, other than in connection with and/or as a result of the Acquisition and/or the Scheme;
8. **Real Property**
the Company:
 - 8.1 applying for any planning permission or sub-division of any Property;
 - 8.2 carrying out any alteration or addition to any Property which has not been approved or budgeted for as at the date of the Implementation Agreement;
 - 8.3 amending, modifying or varying any Title Document; or
 - 8.4 releasing the grantor or issuer under any Title Document from any of its obligations;
9. **Injunction:** an injunction or other order issued against the Company by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by the Company;
10. **Amend Accounting Policies:** the Company making any change to its accounting practices or policies;
11. **Resolution for Winding Up:** the Company resolving that it be wound up;

12. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Company;
13. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Company;
14. **Composition:** the Company entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
15. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Company;
16. **Insolvency:** the Company becoming or being deemed by applicable Laws or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
17. **Cessation of Business:** the Company ceases or threatens to cease for any reason to carry on business in the usual ordinary course;
18. **Investigations and Proceedings:** if the Company or any of its directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding;
19. **Breach of the Implementation Agreement:** the Company being in material breach of any of the provisions of the Implementation Agreement; or
20. **Analogous Event:** any event occurs which, under applicable Laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).