THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOL DERS. If Noteholders (as defined below) are in doubt about any aspect of the Proposal (as defined below) and/or the action they should take, they should seek their own financial advice from their stockbroker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser immediately.

This Notice is for the attention of the holders of the Notes (as defined below) issued by the Company (as defined below). Shareholders of the Company who are not otherwise Noteholders will not be eligible to attend or vote at the Meeting (as defined below) either in person or by proxy.

RHT HEALTH TRUST MANAGER PTE. LTD.

(in its capacity as trustee-manager of RHT Health Trust) (Company Registration No. 201117555K) (Incorporated in the Republic of Singapore)

NOTICE OF MEETING

of the holders of the outstanding

S\$120.000,000 4.50 per cent. Notes due 2018 comprised in Series 001 (ISIN: SG6YE8000009) (the "Notes")

issued pursuant to the S\$500,000,000 Multicurrency Medium Term Note Programme of

RHT Health Trust Manager Pte. Ltd. (in its capacity as trustee-manager of RHT Health Trust ("RHT"))

(the "Company")

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 4 to the Trust Deed dated 5 December 2014 entered into between (1) the Company, as issuer, and (2) DB International Trust (Singapore) Limited (the "Trustee"), as trustee for the holders of the Notes (the "Noteholders"), as amended by the supplemental trust deed dated 22 August 2017 made between the same parties, and as further amended, varied or supplemented from time to time (the "Trust Deed"), a meeting (the "Meeting") of the Noteholders convened by the Company will be held for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Noteholders in accordance with the provisions of the Trust Deed. The Meeting will be held at Level 41, Meeting Room #41-01, 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982 on 30 April 2018 at 10.00 a.m. (Singapore time).

Capitalised or other terms used but not defined in this Notice shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 12 April 2018 (the "Consent Solicitation Statement") and/or the accompanying disclosure memorandum dated 12 April 2018 (the "Disclosure Memorandum") issued by the Company

Prior to making a decision on whether to approve the Proposal, Noteholders should carefully consider all of the information set forth in this Consent Solicitation Statement and the Disclosure Memorandum. In particular, Noteholders should also take note of the risk factors set out in the Disclosure Memorandum.

EXTRAORDINARY RESOLUTION

"That:

(i)

- pursuant to Clause 16(cc)(v) of the Trust Deed, the Noteholders approve the disposal by RHT Health Trust and its subsidiaries of the following all of the shares in the capital of International Hospital Limited ("IHL") held by Fortis Global Healthcare Infrastructure Pte. Ltd. ("FGHIPL");
 - all of the shares in the capital of Fortis Health Management Limited ("FHML") held by FGHIPL;
 - (iii) all of the compulsory convertible debentures issued by IHL, Fortis Hospotel Limited ("FHTL") and Escorts Heart and Super Specialty Hospital Limited ("EHSSHL") and held by FGHIPL; and
- all of the non-convertible bonds issued by IHL, FHML, EHSSHL and Hospitalia Eastern Private Limited and held by RHT Health Trust Services (iv) Pte. Ltd,

(collectively, the "Proposed Disposal");

- the Noteholders approve and, as the case may be, ratify the disposal(s) by or on behalf of Mr Malvinder Mohan Singh and Mr Shivinder Mohan Singh together of up to all of their interest in the entire issued and paid-up capital of the Sponsor (the "Disposals in Sponsor");
- the Noteholders approve the amendments of item 13(a) of the Pricing Supplements to the effect that the maturity date of the Notes shall be postponed by six months from 22 July 2018 to 22 January 2019 (the "Extended Maturity Date") such that it reads as follows: 22 January 2019";
- the Noteholders approve the amendments of item 9 of the Pricing Supplements to the effect that the Notes shall be redeemed at 100.45 per cent. of the principal amount of such Notes, together with interest accrued, but unpaid, thereon on the Extended Maturity Date such that it reads as follows: "Redemption Amount 100.45% of the principal amount of such Notes",
- the Noteholders approve the addition of a new Condition 5(j) in the Conditions of the Notes as follows:

"(j) Mandatory Redemption upon completion of Proposed Disposal

Upon completion of the Proposed Disposal, the Issuer shall redeem all (but not some only) of the Notes on the date falling no later than 21 calendar days after the Completion Date on giving not less than 10 business days' notice (which notice shall be irrevocable and shall specify the date fixed for redemption) to the Trustee, the Principal Paying Agent, CDP and (in accordance with Condition 15 of the Notes) the Noteholders, at the Mandatory Redemption Amount, together with interest accrued to (but excluding) the date fixed for redemption. In this Condition 5(j), "Completion Date" means the date of completion of the Proposed Disposal In this Condition 5(i)

"Mandatory Redemption Amount" means the redemption amount calculated based on the relevant redemption price and the total ount redeemed as determined in accordance with the table below:

	Redemption Price (expressed as a percentage of the principal amount of the Notes)
On 22 July 2018	100 per cent.
On the date falling within the period commencing from 23 July 2018 and ending on 22 October 2018	100.225 per cent.
On the date falling within the period commencing from 23 October 2018 and ending on 22 January 2019	100.45 per cent.

- "Proposed Disposal" means the proposed disposal by the Company of the following securities to the Sponsor:
 - (aa) all of the shares in the capital of International Hospital Limited ("IHL") held by Fortis Global Healthcare Infrastructure Pte. Ltd. ("FGHIPL");
 - (bb) all of the shares in the capital of Fortis Health Management Limited ("FHML") held by FGHIPL;
 - all of the compulsory convertible debentures issued by IHL, Fortis Hospotel Limited ("<u>FHTL</u>") and Escorts Heart and Super Specialty Hospital Limited ("<u>EHSSHL</u>") and held by FGHIPL; and (cc)
 - all of the non-convertible bonds issued by IHL, FHML, EHSSHL and Hospitalia Eastern Private Limited and held by RHT Health Trust Services Pte. Ltd.:"
- the Noteholders approve the deletion of the event of default set out in Condition 9(s) of the Conditions in its entirety;
- the Noteholders approve the deletion of Appendix 1 and Appendix 2 of the Pricing Supplements in their entirety;
- (the amendments contemplated under paragraphs 3 to 7 above, the "Amendments"); the Noteholders waive any incorrectness and/or non-compliance with the representation and warranty set out in Clause 15.10 of the Trust Deed which
- has occurred or may or will occur solely as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal; the Noteholders waive any non-compliance with the covenants set out in Clauses 16(g), 16(y) and 16(cc) of the Trust Deed which has occurred or may or will occur solely as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal;
- the Noteholders waive the occurrence of the Event(s) of Default or (as the case may be) the Potential Event(s) of Default pursuant to Conditions 9(b), 9(c), 9(d), 9(e), 9(i) and 9(s) of the Notes which has occurred or may or will occur solely as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal:
- the Noteholders waive all the requirements, covenants and terms in the Trust Deed (including the Conditions) which has occurred or may or will be reached solely as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal;
- approval be and is hereby given to the Trustee to make such consequential changes to the Conditions and the Trust Deed (as the Trustee may, in its absolute discretion, deem necessary or expedient to give effect to this Extraordinary Resolution);
- every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Company involved in or resulting from the modifications referred to in paragraphs 1 to 12 of this Extraordinary Resolution be sanctioned; and where applicable, each of the Trustee and the Company is authorised to execute all documents, notices, forms, instruments, consents or agreements
- (including, without limitation, the Second Supplemental Trust Deed in the form of the draft produced to the Meeting and for the purposes of identification signed by the chairman of the Meeting with such amendments (if any) as the Trustee may approve and/or require) and also to concur in and execute and do all acts, things and documents as the Trustee may consider necessary or expedient to give effect to paragraphs 1 to 13 above, Provided that the aforesaid amendments, waivers, sanctions and authorisations shall not be operative until the time the Company has paid the relevant consent fees (which are payable to the Noteholders eligible to receive such consent fees) to the Meeting Agent for the settlement thereof with the relevant

Save for the Amendments to be approved by the Extraordinary Resolution, the provisions of the Trust Deed and the Notes (including the Pricing

Capitalised or other terms used but not defined in this Extraordinary Resolution shall, unless the context otherwise requires, have the meanings set out in

the consent solicitation statement dated 12 April 2018 issued by the Company." Background

All references to "Meeting" shall, unless the context otherwise requires, also mean any adjourned Meeting.

The Consent Solicitation Statement relating to the Extraordinary Resolution and the Proposal (as defined below), a copy of which will be mailed to Direct Participants with an address in Singapore and will be made available for collection by the holders of the Notes as indicated below, explains the background to and reasons for, gives details of, and invites Noteholders to (at the Meeting), inter alia, (i) approve the Proposed Disposal pursuant to Clause 16(cc)(v) of the Trust Deed, (ii) consent to and, as the case may be, ratify the disposals by or on behalf of Mr Malvinder Mohan Singh and Mr Shivinder Mohan Singh together of up to all of their interest in the entire issued and paid-up capital of the Sponsor (the "Disposals in Sponsor"), (iii) extend the maturity date of the Notes for six months whereby the Notes then outstanding shall be redeemed by the Issuer on the Extended Maturity Date at 100.45 per cent. of the principal amount of such Notes, together with interest accrued, but unpaid, thereon, (iv) introduce a redemption event whereby the Notes then outstanding shall upon completion of the Proposed Disposal be redeemed by the Issuer at the Mandatory Redemption Amount, together with interest accrued, but unpaid, thereon, (v) delete Condition 9(s) in its entirety to remove any restriction on (1) the interest of Mr Malvinder Mohan Singh and Mr Shivinder Mohan Singh in the entire issued and paid-up capital of the Sponsor and (2) the ownership of the Sponsor in the entire issued and paid-up capital of the Company (the changes and amendments contemplated under items (iii) to (v) above, the "Amendments") (vi) waive the non-compliance with certain provisions of the Trust Deed (including the Conditions) which has occurred or may or will occur as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal and (vii) waive the occurrence of certain Event(s) of Default or (as the case may be) Potential Event(s) of Default pursuant to Conditions 9(b), 9(c), 9(d), 9(e), 9(i) and 9(s) which has occurred or may or will occur as a result of the Amendments, the Disposals in Sponsor and/or the Proposed Disposal, all as more fully described in the Consent Solicitation Statement (the "Proposal"). For more information on the background to the Proposal, see the section entitled "The Proposal – Background to the Proposal" in the Consent Solicitation Statement.

A copy of the Disclosure Memorandum will also be mailed together with the Consent Solicitation Statement to Noteholders with an address in Singapore and will be made available for collection by the Noteholders as indicated below. Noteholders are advised that the Disclosure Memorandum must be read in conjunction with this Consent Solicitation Statement. The Disclosure Memorandum is prepared by the Company and sets out, among other things, the current business conditions and financial position of the RHT Group, further details relating to the Proposed Disposal as well as risk factors relating to the Proposal. In particular, Noteholders should carefully consider the risk factors set out in the Disclosure Memorandum.

All of the dates and times herein are subject to earlier deadlines or other timings that may be set by The Central Depository (Pte) Limited ("CDP") or any intermediary.

Noteholders are advised to check with the bank, securities broker, CDP or other intermediary through which they hold their Notes whether such intermediary applies different deadlines for any of the events specified herein, and then to adhere to such deadlines if such deadlines are prior to the deadlines set out herein.

THE CONSENT SOLICITATION STATEMENT AND THE DISCLOSURE MEMORANDUM ARE IMPORTANT AND REQUIRE NOTEHOLDERS' IMMEDIATE ATTENTION. If Noteholders are in doubt about any aspect of the Proposal and/or the action Noteholders should take, Noteholders should consult their respective stockbroker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser immediately.

Procedure for Inspection and Collection of Documents

Inspection

Noteholders may, from 12 April 2018, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.00 a.m. (Singapore time) on 26 April 2018 inspect copies of the following documents at the office of Deutsche Bank AG, Singapore Branch, in its capacity as the Meeting Agent, at One Raffles Quay, #16-00 South Tower, Singapore 048583 (the "Meeting Agent Office"), and, from the time 15 minutes prior to and during the Meeting at Level 41, Meeting Room #41-01, 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982:

- (a) the Trust Deed (including the Conditions of the Notes); (b) the Supplemental Trust Deed;
- a draft of the Second Supplemental Trust Deed to be entered into between the parties to the Trust Deed so as to provide for the Amendments; (c)
- the Pricing Supplement dated 21 July 2015 relating to the first tranche of the Notes and the Pricing Supplement dated 26 May 2017 relating to the second tranche of the Notes:
- the audited financial statements of RHT Group for the financial period ended 31 March 2017; and the latest unaudited financial statements of RHT Group for the period commencing 1 April 2017 to 31 December 2017.

Noteholders are required to make an appointment with the Meeting Agent prior to making any inspection or collection. Collection

Copies of the Consent Solicitation Statement and the Disclosure Memorandum will be mailed to the Direct Participants with an address in Singapore. The forms of the Voting Instruction Form as well as the Tax Residency Declaration Form (both as referred to below) are appended to the Consent Solicitation Statement. In addition, Noteholders may collect copies of the Consent Solicitation Statement, the Disclosure Memorandum, the Voting Certificate, the Voting Instruction Form and the Tax Residency Declaration Form from the Meeting Agent Office from 12 April 2018, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10 a.m. (Singapore time) on 26 April 2018 Noteholders are required to make an appointment with the Meeting Agent prior to making any inspection or collection.

General

In accordance with normal practice, none of the Joint Solicitation Agents, the Trustee or the Meeting Agent expresses any opinion on the merits of the Consent Solicitation, the Extraordinary Resolution or the Proposal nor do any of them accept any responsibility for the accuracy or completeness of this Consent Solicitation Statement or any other document prepared in connection with the Consent Solicitation, the Extraordinary Resolution or the Proposal. None of the Joint Solicitation Agents, the Trustee or the Meeting Agent has been involved in the formulation or negotiation of the Proposal. Noteholders should also note that the Company, the Joint Solicitation Agents, the Trustee and/or the Meeting Agent cannot and do not offer any advice on investment or tax risks, if any, faced by Noteholders. Noteholders who are unsure of the consequences of the Extraordinary Resolution should seek their own independent financial, tax and legal advice.

The attention of Noteholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set out in the sections hereof entitled "Voting Procedures" and "Quorum and Adjournment" respectively.

Neither the Consent Solicitation Statement nor the Disclosure Memorandum constitutes or forms part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Company, RHT or any other entity. The distribution of the Consent Solicitation Statement and the Disclosure Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Statement and the Disclosure Memorandum come are required by the Company, the Joint Solicitation Agents, the Trustee and the Meeting Agent to inform themselves about, and to observe, any such restrictions. Neither the Consent Solicitation Statement nor the Disclosure Memorandum constitutes a solicitation in any circumstances in which such solicitation is unlawful. None of the Company, the Joint Solicitation Agents, the Trustee or the Meeting Agent will incur liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions

In order to avoid any violation of laws applicable in countries other than Singapore, the Consent Solicitation Statement and the Disclosure Memorandum have not been and will not be mailed to Noteholders who do not presently have an address in Singapore ("Foreign Noteholders"). Foreign Noteholders who wish to obtain a copy of the Consent Solicitation Statement and/or the Disclosure Memorandum should provide in writing such address in Singapore to the Meeting Agent not later than five (5) business days before the Early Consent Fee Deadline.

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 4 to the Trust Deed, copies of which are available for inspection as referred to above. To be eligible to attend or vote at the Meeting either in person or by proxy, Noteholders should complete and sign a Voting Instruction Form to instruct the Meeting Agent to either issue a Voting Certificate or comply with a Voting Instruction. Such Voting Instruction Form must be submitted to the Meeting Agent (Address: One Raffles Quay, #13-00 South Tower, (Central Mail Room), Singapore 048583; Attention: Corporate Trust) by the Expiration Time.

In the case of Noteholders who are individuals, copies of such Noteholder's passport or identity card will have to be submitted to the Meeting Agent

Noteholders should note that the latest time and date for obtaining a Voting Certificate and for issuing, amending or revoking a Voting Instruction (the "Expiration Time") is 10.00 a.m. (Singapore time) on 26 April 2018.

Only a person who is shown in the records of CDP as a holder of the Notes (each, a "Direct Participant") may submit Voting Instruction Forms. If a Noteholder is not a Direct Participant it must arrange for the Direct Participant through which such Noteholder holds Notes to submit a Voting Instruction Form on its behalf to the Meeting Agent.

Noteholders who take the action described below and in the Consent Solicitation Statement prior to the Expiration Time need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

- A Noteholder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the Meeting Agent and wishes to attend and vote at the Meeting in person must produce at the Meeting a valid Voting Certificate or valid Voting Certificates issued by the Meeting Agent for the Notes.
- A Noteholder not wishing to attend and vote at the Meeting in person may deliver a Voting Certificate or Voting Certificates to the person to whom he wishes to attend on his behalf or give a Voting Instruction (on a Voting Instruction Form) instructing the Meeting Agent to appoint any officer, employee or agent of the Meeting Agent so designated by the Meeting Agent as a proxy to attend and vote at such Meeting in accordance with his instructions.
- Each Noteholder is to note that upon the delivery of the Voting Instruction Form to the Meeting Agent, the Meeting Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Notes are credited and Notes so earmarked will not be released until the earliest of:
 - (1) in respect of a Voting Certificate, not less than 48 hours before the time for which the Meeting is convened, the surrender to the Meeting Agent of such Voting Certificate and notification by the Meeting Agent to CDP of such surrender or the compliance in such other manner with the rules of CDP or (2) in respect of Voting Instructions by way of a Voting Instruction Form, not less than 48 hours before the time for which the Meeting is convened, the notification in writing of any revocation of a Noteholder's previous instructions to the Meeting Agent issued in respect of such Notes and the same then being notified in writing by the Meeting Agent to the Company at its specified office set forth on the back cover of the Consent Solicitation Statement or to the chairman of the Meeting, in each case, at least 48 hours before the time appointed for holding the Meeting and such Notes ceasing in accordance with the procedures of CDP and with
 - the agreement of the Meeting Agent to be held to its order or under its control; (in the case of Noteholders who are eligible to receive the Early Consent Fee or (as the case may be) the Normal Consent Fee) the time
 - of the payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee to such Noteholders; (in all other cases, including in the case where the Notes are held by Noteholders who have voted against the Extraordinary Resolution and such votes have not been validly revoked at least 48 hours before the Meeting) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and
 - the termination of the Consent Solicitation

(the "Earmarking Period").

In the event that CDP is unable to earmark the relevant Notes as declared by a Noteholder to be its holdings of the Notes in its Voting Instruction Form for purposes of the Meeting (i.e. either the name of the Noteholder or the total principal amount of its Notes does not tally with the book entry records of CDP), then:

any such Voting Certificate issued by the Meeting Agent to such Noteholder shall no longer be valid and shall not entitle such Noteholder (a) to attend and vote at the Meeting; or

any such Voting Instructions given by such Noteholder to the Meeting Agent shall not be valid.

During the Earmarking Period, the Notes which are the subject of the Voting Instruction Form may not be traded or transferred. Notwithstanding anything contained herein, Noteholders should note that the relevant Notes will be earmarked by CDP in accordance with its procedures and subject to its timings. Similarly, Notes so earmarked will also be released by CDP in accordance with its procedures and subject to its timings.

Any Voting Instructions given may be revoked or amended by Noteholders on or prior to the Expiration Time by giving notice in writing of such revocation or amendment to the Meeting Agent by the Expiration Time. Please refer to the section "The Proposal – Revocation and Amendment of Voting Instructions" in the Consent Solicitation Statement.

Noteholders should note that Voting Instructions given, and Voting Instruction Forms delivered, to the Meeting Agent shall remain valid for any adjourned Meeting unless validly revoked at least 48 hours before the adjourned Meeting. Subject to the aforesaid, those Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to the Expiration Time will not be able to revoke or amend such Voting Instructions at any time after the Expiration Time. Early Consent Fee and Normal Consent Fee

Subject to the fulfilment of the Settlement Conditions. Noteholders who deliver or arrange to have delivered on their behalf, valid Voting Instructions. on or prior to 5.00 p.m. (Singapore time) on 23 April 2018, or such other later time and date as the Company may determine (the "Early Consent Fee Deadline") to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions are not revoked) will be eligible to receive an Early Consent Fee in respect of the Notes which are the subject of such Voting Instructions a one-time fee (the "Early Consent Fee") of 0.3 per cent. in principal amount of the Notes in respect of which such votes have been cast (being \$\$750 per \$\$250,000 in principal amount of such Notes), less any bank charges, which shall be borne by such Noteholders in respect of the Notes which are the subject of such Voting Instructions

Subject to the fulfilment of the Settlement Conditions, Noteholders who vote in favour of the Extraordinary Resolution at the Meeting or deliver, or arrange to have delivered on their behalf, valid Voting Instructions after the Early Consent Fee Deadline but on or prior to the Expiration Time to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions are not revoked) will not be eligible for the Early Consent Fee but will instead receive a one-time fee (the "Normal Consent Fee") of 0.2 per cent. in principal amount of the Notes in respect of which such votes have been cast (being S\$500 per S\$250,000 in principal amount of such Notes), less any bank charges, which shall be borne by such Noteholders in respect of the Notes which are the subject of such Voting Instructions.

For the avoidance of doubt, Noteholders who are eligible to receive the Early Consent Fee will not additionally receive the Normal Consent Fee. The payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee is conditional upon the following:

- the Noteholders duly passing the Extraordinary Resolution approving the Proposal; and
- the relevant Noteholders duly completing and returning to the Meeting Agent the Voting Instruction Form on or prior to (in the case of the Early Consent Fee) the Early Consent Fee Deadline or (in the case of the Normal Consent Fee) the Expiration Time and providing complete details of a valid account with a bank in Singapore to which the Early Consent Fee or (as the case may be) the Normal Consent Fee should be credited as required in the Voting Instruction Form

(collectively, the "Settlement Conditions").

Provided that the Settlement Conditions are fulfilled, the Early Consent Fee or (as the case may be) the Normal Consent Fee will be credited to the account of the Noteholder eligible to receive such fee (i) (in the event that the Proposal is passed at the Meeting) as soon as reasonably practicable and, in any event, not later than two (2) business days after the date of the Meeting; and (ii) (in the event that the Proposal is passed at an adjourned Meeting) as soon as reasonably practicable and, in any event, not later than two (2) business days after the date of the adjourned Meeting. None of the Company, the Joint Solicitation Agents, the Trustee or the Meeting Agent shall be responsible for ensuring that the Early Consent Fee or (as the case may be) the Normal Consent Fee is actually received by the relevant Noteholder. The Company may elect to waive any Settlement Condition at its sole and absolute discretion. In any event, none of the Company, the Joint Solicitation Agents, the Trustee or the Meeting Agent shall be liable for any delay in payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee arising from the requisite bank account details in a Voting Instruction Form not having been duly completed.

The Noteholder Meeting Provisions require the Proposal to be subject to the quorum provisions in paragraph 6 of Schedule 4 of the Trust Deed. The quorum required at each Meeting for the passing of an Extraordinary Resolution shall be two (2) or more persons present holding Voting Certificates or being proxies and holding or representing in the aggregate not less than 66²³ per cent. in principal amount of the Notes for the time being outstanding. No business (except choosing a chairman) shall be transacted at a meeting unless the requisite quorum be present at the commencement of business.

If a quorum is not present within 15 minutes (or such other longer period not exceeding 30 minutes as the chairman may decide) from the time appointed for the Meeting, it shall be adjourned until such date, not less than 14 days nor more than 42 days later, and time and place as the chairman may decide. At least 10 days' notice of a Meeting adjourned through want of a quorum shall be given in the same manner as for the original Meeting and that notice shall state the quorum required at such adjourned Meeting. The quorum for any adjourned Meeting shall be two (2) or more persons present holding Voting Certificates or being proxies and holding or representing in the aggregate not less than 50 per cent. in principal amount of the Notes for the time being outstanding.

Voting Certificates obtained and Voting Instructions given in respect of the Meeting (unless validly revoked pursuant to the terms of the Trust Deed) shall remain valid for such adjourned Meeting. Voting

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Every question submitted to the Meeting shall be decided in the first instance by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Company, the Trustee or by one or more persons holding one or more Voting Certificates or being proxies and holding or representing in the aggregate not less than 50 per cent. in principal amount of the Notes then outstanding. Unless a poll is demanded, a declaration by the chairman of the Meeting that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.

If at the Meeting a poll is so demanded it shall be taken in such manner and (subject as provided below) either at once or after an adjournment as the chairman of the Meeting directs. The result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the Meeting continuing for the transaction of business other than the question on which the poll has been demanded

A poll demanded on the election of a chairman of the Meeting or on a question of adjournment shall be taken at once.

At the Meeting, on a show of hands every person who is present in person and produces a Voting Certificate or is a proxy has one vote. On a poll every such person has one vote in respect of each S\$250,000 in principal amount of the Notes (being the minimum denomination of the Notes) so produced or represented by the Voting Certificate so produced or for which he is a proxy.

Without prejudice to the obligations of proxies named in any block voting instruction, a person entitled to more than one vote need not use them all or cast all the votes to which he is entitled in the same way. In case of equality of votes, the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to the vote or

votes (if any) to which he may be entitled as a Noteholder or as the holder of a Voting Certificate or as a proxy. **Extraordinary Resolution**

Under the provisions of the Trust Deed, the Extraordinary Resolution proposed at the Meeting would have to be passed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll at the Meeting for which the necessary quorum is two (2) or more persons present holding Voting Certificates or being proxies and holding or representing in the aggregate not less than 6623 per cent. in principal amount of the Notes for the time

An Extraordinary Resolution passed at the Meeting of the Noteholders duly convened and held in accordance with the Trust Deed shall be binding on all the Noteholders, whether present or not present at the Meeting and whether or not voting and upon all Couponholders (as defined in the Trust Deed), and each of the Noteholders and the Couponholders shall be bound to give effect thereto accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances of such resolution justify the passing thereof.

Notice of the result of the voting on the Extraordinary Resolution at the Meeting shall be published in accordance with Condition 15 of the Notes by the Company within 14 days of such result being known, provided that the non-publication of such notice shall not invalidate such result

Please refer to the section "The Proposal - Tax Disclosure Note" in the Consent Solicitation Statement.

Tax Residency Declaration Form For the purpose of enabling the Company to determine the amount of withholding tax (if any) payable to the IRAS in respect of amounts payable under the Consent Solicitation, the Proposal and the Notes, the Noteholders and/or the Beneficial Owners of Notes are requested to complete the relevant Tax Residency Declaration Form (the form of which may be found in the section entitled "Form of Tax Residency Declaration Form" in the Consent Solicitation Statement) and return the duly completed Tax Residency Declaration Form together with the Voting Instruction Form to the Meeting Agent (Address: One Raffles Quay, #13-00 South Tower, (Central Mail Room), Singapore 048583; Attention: Corporate Trust) on or prior to the Expiration Time or, if after the Expiration Time, to the Company at the address set forth on the back cover of the Consent Solicitation Statement.

Governing Law

This notice is governed by, and shall be construed in accordance with, Singapore law.

The Joint Solicitation Agents for the Consent Solicitation are: DBS Bank Ltd.

12 Marina Boulevard, Level 42 Marina Bay Financial Centre Tower 3 Singapore 018982 Telephone: (65) 6222 4261 Email: liabilitymanagement@dbs.cor

United Overseas Bank Limited 80 Raffles Place #03-01 UOB Plaza 1 Singapore 048624 Telephone: (65) 6539 2138 / 2200 Email: sadcmfixedincome@uobgroup.com

The Meeting Agent for the Consent Solicitation is: Deutsche Bank AG, Singapore Branch

Submission of a Voting Instruction Form should be directed to:

Questions or request for assistance in connection with Voting Instructions and/or Voting Instruction Forms should be directed to: Deutsche Bank AG, Singapore Branch

One Raffles Quay #16-00 South Tower Singapore 048583 Attention: Corporate Trust Telephone: +65 6423 8232 / 4091 / 6656

BY ORDER OF THE BOARD RHT Health Trust Manager Pte. Ltd. (in its capacity as trustee-manager of RHT Health Trust)

Deutsche Bank AG, Singapore Branch

One Raffles Quay

#13-00 South Tower

(Central Mail Room)

Singapore 048583

Attention: Corporate Trust

12 April 2018